

SUBJECT

Report of Fiscal Year 2021/2022 Emergency purchase orders and Sole Source purchase orders exceeding \$50,000.00 (No fiscal impact)

DESCRIPTION

The Polk County Procurement Ordinance #06-24 requires the Procurement Director to report annually Emergency Purchase (EP) Orders and Sole Source (SS) Purchase Orders exceeding \$50,000.00. The following is a list of such purchases:

Emergency Purchases:

Awarded Emergency Purchase Order to Flanders Electric Motor Service, Inc. for repairs and reinstallation of the Northeast Water Reclamation Facility generator in the amount of \$91,355.00. (Utilities) (Approved September 24, 2021) (EP 22-002).

Awarded Emergency Purchase Order to Instrument Specialties, Inc. for alarm notification replacements for all lift stations, water, and wastewater treatment plants to communicate with the new 5G network in the amount of \$84,040.00. (Utilities) (Approved on January 21, 2022) (EP 22-231).

Awarded Emergency Purchase Order to Southern Machinery Corp. to repair two gearboxes for backup wastewater treatment plant aeration tanks in the amount of \$63,953.52. (Utilities) (Approved on February 10, 2022) (EP 22-274).

Awarded Emergency Purchase Order to Electro Scan, Inc. to assess an unexpected pipe failure on a wastewater transmission pipeline in the Indian Ridge Trail and North Campbell Road area in the amount of \$144,850.00. (Utilities) (Approved on February 14, 2022) (EP 22-283).

Awarded Emergency Purchase Order to Presort Plus, Inc. to mail letters to each resident to communicate changes in their waste collection services provided by FCC in the amount of \$53,808.00. (Waste and Recycling) (Approved on February 25, 2022) (EP 22-298).

Awarded Emergency Purchase Order to RDK Truck Sales and Service for the lease of three solid waste collection vehicles to provide weekly collection services in the amount of \$206,050.00. These trucks were necessary to address Declaration of State of Local Emergency 22-01 for residential waste pick up in unincorporated Polk County. (Waste and Recycling) (Approved on June 6, 2022) (EP 22-515).

Awarded Emergency Purchase Order to Calgon Carbon Corporation to purchase 2 filters to remove high contaminant chemicals from water at the Babson Park #1 Water Treatment facility in the amount of \$55,958.00. Due to associated health risks the old filters needed to be removed and replaced with new filters immediately. (Utilities) (Approved on August 19, 2022) (EP 22-621).

Sole Sources:

Awarded Sole Source Purchase Order to Stryker Pro Care Services to provide standardized Stryker and Lucas equipment, parts, and annual maintenance services. Examples of equipment includes, stretchers, stair chairs, and power loaders in the amount up to \$615,179.64. (Fire Rescue) (Approved on October 11, 2021) (SS 22-050).

Awarded Sole Source Purchase Order to Central Square dba Superion, LLC for annual maintenance and support of the Utilities Division's central square billing and customer support system in the amount of \$79,196.19. (Utilities) (Approved on October 14, 2021) (SS 22-051).

Awarded Sole Source Purchase Order to Teleflex, LLC for purchase of EZ-IO power drivers and IO needles for Polk County Fire Rescue apparatus and engines in the amount of \$199,930.00. (Fire Rescue) (Approved on October 18, 2021) (SS 22-057).

Awarded Sole Source Purchase Order to Environmental Systems Research Institute, Inc. for the purchase of annual software maintenance and user licenses for our current GIS platform in the amount of \$146,083.30. (Information Technology) (Approved on January 4, 2022) (SS 22-197).

Awarded Sole Source Purchase Order to Fluid Control Specialties, Inc. for the purchase of Rotork actuators, maintenance, and repairs for communications with SCADA at the Northeast Wastewater Treatment plant and Imperial Lakes water plant in the amount of \$115,104.00. (Utilities) (Approved on January 18, 2022) (SS 22-224).

Awarded Sole Source Purchase Order to Mettler-Toledo, LLC for repairs and upgrades of vehicle weight scales at the north entrance of the North Central Landfill in the amount of \$61,505.30. (Waste and Recycling) (Approved on March 14, 2022) (SS 22-348).

Awarded Sole Source Purchase Order to American Pipeline Solutions, Inc. to provide ice pigging services to clean the sewer force main on County Road 54 in the amount of \$56,582.00. (Utilities) (Approved on June 14, 2022) (SS 22-513).

Awarded Sole Source Purchase Order to Environmental Systems Research Institute, Inc. for technical support, strategic planning, and training services for the County's ArcGis enterprise environment in the amount of \$98,700.00. (Information Technology) (Approved on July 7, 2022) (SS 22-542).

Awarded Sole Source Purchase Order to Zoll Medical Corporation for the purchase of a 5 year on-site service plan for the Zoll Ventilators purchased in 2020. This purchase provides technical support and on-site services, preventive maintenance, battery replacement, discount on upgrades and accidental damage coverage in the amount of \$253,440.00. (Fire Rescue) (Approved on July 15, 2022) (SS 22-571).

Awarded Sole Source Purchase Order to U.S. Submergent Technologies, Inc. as a result of Intent to Sole Source (ISS) 22-465 to clean wastewater treatment tanks, accumulated material removal, transportation, and disposal services in the amount of \$137,995.25 (Utilities) (Approved on August 2, 2022) (SS 22-585).

Awarded Sole Source Purchase Order to Hydra Service, Inc. for the purchase and installation of Sulzer High Speed Turbo Blowers at the Northeast Wastewater Treatment Plant. The plant's current blowers needed to be replaced and Utilities is replacing them with the standardized Sulzer Turbo Blowers in the amount of \$235,715.00. (Utilities) (Approved September 8, 2022) (SS 22-662).

RECOMMENDATION

Accept the report of Emergency Purchase Orders and Sole Source Purchase Orders by the Procurement Director.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

kenbrush@polk-county.net

863-534-6727

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM

Date of Request for Emergency Purchase 9/20/2021

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. **This form must be submitted and a requisition put online by close of business of the next business day following the Emergency.** The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Public Utilities Division (Wastewater Section)

Proposed Emergency Purchase vendor Flanders Electric Motor Service, Inc.

Describe Emergency and action to be taken: Turn key, repair, and reinstall Northeast WRF emergency

generator #1. The generator electrical components burned up and need repaired. If loss of utility power happens the WRF could not treat the wastewater and this would affect public health and safety of the citizens of the County.

Date and Location of Emergency: 9/20/2021, Northeast WRF

Total cost or estimated cost of Emergency Purchase \$ 202,000 (Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

Jason Jennings 9/20/2021

Requestor Name PRINT Date

Jason Jennings 9/20/2021

Requestor Name SIGN Date

Tamara Richards

Signature, Division/Department Director's Approval

T. Richards

Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 09/20/21 Requisition #: 122101677 PO#: 22201179

Buyer/CS Ari Gorenstein EP # 22-002

Insurance Received: _____

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

Bid Number: 09072021DG

Commercial Offer

Subject: Polk County Standby Generator Proposal

Item	Price
FSE - Replace Feeder Lines and Neutral Wire	\$6,000 USD
F/S – Removal – Reinstall – Alignment (Includes the building wall removal and reinstall)	\$22,000 USD
Generator Rewind	\$174,000 USD
	Total: \$202,000

Description:

Turn Key Removal, Repair, and Reinstall of Polk county's Backup Generator.

Repair Work scope includes:

- Dismantle, Clean and Test
- Measure & Inspect all Mech Components
- Rewind Random Stator
- Replace Leads
- Dynamic Balance Rotor
- Install New Brg(s), Lubricate, & Assemble
- Test Run W/Full Voltage
- Vibration Analysis
- Paint
- Deliver

Lead time on repair 35 days after start date.

*Any changes in scope of work, work schedule or additional man hours requested or required may result in addition charges. Additional man hours required will be charged at the applicable rate.

Justification for NE WRF radiator repairs to generator #2

There are 2 backup generators at the NE WRF (Hwy 27 & I-4). Generator #1 recently burned up and is now out of commission. The water pump in Generator #2 had to be replaced, and after replacing the water pump and filling the radiator, the vendor found a hole large enough for the radiator fluid to spray out. A 3rd generator has been brought in on a trailer as a temporary measure until Generator #2 is repaired. If the power were to fail, the WRF must go on generator power to prevent 30,000 gallons of raw sewage from spilling onto I-4. Utilities is currently manning the NE WRF with staff 24/7 to keep watch in case of a power outage.

REMIT CHICAGO \$91,355.00 117262

Flanders Electric Motor Service, LLC

2701 S Combee Rd Lakeland, FL 33803
Phone: (863) 510-0555
http://flandersinc.com



Tax ID:
Invoice Number:
Date:
Customer:
Customer PO:
Release Number:

86-1729357
350I-0013503
11/26/2021
C000206
22201179

Invoice

Bill To:
Polk Co Board Of Commissioners
PO Box 9005
Bartow FL 33831-9005

Ship To:
Polk Co Board Of Commissioners
Ne Wastewater Treatment Plant
200 Westview Rd
Davenport FL 33837-6482

Revision 3.

Order	Description	Date Shipped	A/R Delivery
350S013225	REMOVAL INSTALL OF GENERATOR	11/22/2021	reynakassman@polk-county.net
Description	Price (USD US Dollar)		
Repair AC Motor 2000HP<3000HP			
REMOVAL INSTALL OF GENERATOR	\$91,355.00		

NOTES

REMIT TO

Total Amount Due: **\$91,355.00** (Terms Net 30 Days)

Please Remit To:
Flanders Elec IN Coll PO Box 75176 Chicago, IL 60675-5176

Invoice 350I-0013503 for Customer C000206

Total Material: \$54,813.00
Total Labor: \$36,542.00
Sales Amount: \$91,355.00
Discount Amount: \$0.00
Misc. Charges: \$0.00
Freight: \$0.00
Sales Tax: \$0.00
Prepaid: \$0.00
Total Amount: \$91,355.00

11-30-2021

Goods/Services Rec. Date: 11-26-21
\$91,355.00
PO # 22201179
Receipt # 117262
Jelcedra Boatwright

Wrenstake 1 P.O. closed
2/20/23.

RECEIVED

NOV 30 2021

POLK COUNTY UTILITIES
FINANCE DEPARTMENT

Receipt: 117262

Social

View Transaction History

Done

Summary

Supplier	FLANDERS ELECTRIC MOTOR SERVICE	Packing Slip	
Shipment		Waybill	
Shipped Date		Bill of Lading	
Shipping Method		Note	
Number of Supplier Packing Units		Attachments	None
Supplier Site	REMIT TO:		

Additional Information

Lines

Actions

View

Docume Line	Document Number	Item Description	Quantity				Currency
			Ordered	Returned	Net Received	Rejected	
1	22201179	EP#22-002- Replace Feeder Lines and Neutral Wire-Re...	202,000	0	91,355	0	USD

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM

Date of Request for Emergency Purchase 1/18/2022

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. This form must be submitted and a requisition put online by close of business of the next business day following the Emergency. The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Utilities

Proposed Emergency Purchase vendor INSTRUMENT SPECIAL TIES INC.

Describe Emergency and action to be taken: Immediate replacement of multiple critical statuses notification alarms at all lift stations, water and wastewater treatment plants are needed due to the current alarms are not communicating properly due to the new 5G network.

Without these immediate replacements, these systems failure will cause adverse affects to public health and damage to existing water and wastewater systems.

Date and Location of Emergency: 1/14/2022 / throughout the Polk County

Est. attached

Total cost or estimated cost of Emergency Purchase \$ 84,040.00 (Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

James Robinson

Requestor Name PRINT Date

James Robinson 1-20-22
Requestor Name SIGN Date

Tamara Richardson
Signature, Division/Department Director's Approval

Wesley Sims 1/21/22
Signature, Procurement Director's Approval Date
Manager

PROCUREMENT USE ONLY

Date Received: 01/20/2022 Requisition #: _____

PO#: _____

Buyer/CS Ari Goussier

EP # 22-231

Insurance Received: _____

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

QUOTE

**Address your Order to:**

Instrument Specialties
3885 St. John's Parkway
Sanford, FL 32771
Tel: 407-324-7800
Fax: 407-324-1104
www.isisales.com

Quotation #: 163057

Please refer to this number when ordering

To: Jim Robinson
Polk County Utilities Operations

1011 Jim Keene Blvd
Winter Haven, FL 33880

Phone: (863) 298-4266

Fax:

Email: jamesrobinson@polk-county.net

Date: 1/14/2022

Expiration Date: 2/28/2022

SALESPERSON	FOB	EST. LEAD TIME	PAYMENT TERMS	SHIPPING METHOD	SHIPPING TERMS
Todd Abbott	Origin	3-4 Weeks	Net 30	Best Way	Prepaid and Add

Line	Vendor	Part Number	Description	QTY	Unit Price	Total Price
1	Raco	824AA-LTEY	LTE YAGI antenna with N Female connector	52	\$350.00	\$18,200.00
2		903AA-402XLTE	AlarmAgent Digital LTE WRTU Real Time Upgrade Any Models	52	\$1,195.00	\$62,140.00
3		811AA-AC	AlarmAgent 120 VAC to 12VDC Power Supply	57	\$50.00	\$2,850.00
4		827AA-CABLE30NN	AlarmAgent RM3N Antenna extension Cable 30'	10	\$85.00	\$850.00

Best Regards,

Chuck Marie

Inside Sales

E-mail: Chuckm@isisales.com

Subtotal	\$84,040.00
Taxable Subtotal	\$84,040.00
Sales Tax	\$0.00
Estimated Shipping & Handling	\$0.00
Grand Total	\$84,040.00

Thank you for your inquiry!

All Orders Subject to ISI and/or Vendor Terms & Conditions

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM

Date of Request for Emergency Purchase 2/9/2022

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. **This form must be submitted and a requisition put online by close of business of the next business day following the Emergency.** The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Utilities

Proposed Emergency Purchase vendor Southern Machinery Corp.

Describe Emergency and action to be taken: Two gearboxes are needing immediate repairs for a backup wastewater treatment plant aeration tank. The tank is needed to prevent degradation of the treatment system and to prevent spillage of sewage at the plant. Without the backup tank operating, a potential overflow of millions of gallons of raw sewage on the ground would adversely affect public health by contaminating ground water.
Date and Location of Emergency:

2/4/2022 at the Northwest Wastewater Treatment Plant, N. Lakeland

Total cost or estimated cost of Emergency Purchase \$ 63,953.52 (Estimated cost must include unit costs)
\$37,132.70 + \$26,820.82 = \$63,953.52

If you have any questions, please contact the Procurement Director or staff for additional assistance.

Tim Peters

Requestor Name PRINT Date

Requestor Name SIGN Date

Signature, Division/Department Director's Approval

Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 02/10/22 Requisition #: 122103632 PO#: 22202550

Buyer/CS Ali Gousterin EP # 22-274

Insurance Received: YES 02/10/22

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

SMC**Southern Machinery Corporation**

2855 Brooks Street , P.O. Drawer 776, Eaton Park, Florida 33840-0776
 Telephone (863) 665-1711/ Facsimile (863) 665-8649
 E-mail: Sales@SMCFAB.com

**Revised
Quote**

Customer No.: 696

Quote No.: 31674

Quote To: POLK COUNTY UTILITIES

Attn: Operations
 1011 Jim Keene Blvd
 Winter Haven, FL 33880

Ship To: POLK COUNTY UTILITIES

Attn: Operations
 3642 Old Bartow Eagle RD
 Bartow, FL 33830

<u>Date</u>		<u>Ship Via</u>	<u>F.O.B.</u>	<u>Terms</u>	
02/04/22		WILL CALL	Origin	1.00%-10 / Net 45	
<u>Purchase Order Number</u>		<u>Sales Person</u>		<u>Required</u>	
		House		02/04/22	
<u>Quantity</u>		<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
Required	Shipped	B.O.			

Attn: Tim Peters
 Cell (863) 220 - 3961
 timothypeters@polk-county.ne

SMC To furnish Labor,
 Equipment, & Material to
 supply the following

Reference JO# 31327

Flender H3BV 11 Gear Box
 S/N 320491-3-3
 Ratio 58.632 : 1

1

Repair of Flender Gearbox 37132.70 37132.70
 Unit. Per Work Scope

Disassemble, Clean & Inspect
 Replace all bearings & seals
 Ceramic coat high speed

pinion seal diameter
 Touch grind high speed gear
 Ceramic coat slow speed seal

sleeve. Clean & Flush
 plumbing. Assemble, Test, &
 Paint

Delivery: 6-8 Weeks ARO

Contact: Mike Bessinger with
 any questions or concerns.

Quote subtotal 37132.70

Quote total 37132.70

Price based on current pricing and availability and is subject to change. Thank you for the opportunity to submit this pricing.

SMC**Southern Machinery Corporation**

2855 Brooks Street , P.O. Drawer 776, Eaton Park, Florida 33840-0776
 Telephone (863) 665-1711/ Facsimile (863) 665-8649
 E-mail: Sales@SMCFAB.com

**Revised
Quote**

Customer No.: 696

Quote No.: 31676

Quote To: **POLK COUNTY UTILITIES**

Attn: Operations
 1011 Jim Keene Blvd
 Winter Haven, FL 33880

Ship To: **POLK COUNTY UTILITIES**

Attn: Operations
 3642 Old Bartow Eagle RD
 Bartow, FL 33830

<u>Date</u>	<u>Ship Via</u>	<u>F.O.B.</u>	<u>Terms</u>
02/07/22	SMC	Destination	1.00%-10 / Net 45
<u>Purchase Order Number</u>	<u>Sales Person</u>	<u>House</u>	<u>Required</u>
			02/07/22
<u>Quantity</u>	<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>
Required Shipped B.O.			Amount

Attn: Tim Peters
 Cell (863) 220 - 3961
 timothypeters@polk-county.ne

SMC to furnish Labor,
 Equipment, & Material to
 supply the following

Reference JO# 31307

Flender FZAM128K2-210LP
 S/N 4M1-506-572/2
 Ratio 27.33

1

Repair of Flender Gear Box
 Unit per Work Scope

26820.82

26820.82

Disassemble, Clean, &
 Inspect. Replace all bearings
 & seals. Manufacture new

high speed pinion.
 Manufacture new input shaft.
 Touch grind high speed gear

Touch grind slow speed
 pinion. Touch grind slow
 speed gear. Ceramic coat

output shaft seal diameter.
 Assemble, Pressure Test,
 & Paint

Pricing Includes shipping &
 delivery to SMC facility

Delivery: 10-12 Weeks ARO

Contact: Mike Bessinger with
 any questions or concerns

Price based on current pricing and availability and is subject to change. Thank you for the opportunity to submit this pricing.

SMC**Southern Machinery Corporation**

2855 Brooks Street , P.O. Drawer 776, Eaton Park, Florida 33840-0776
Telephone (863) 665-1711/ Facsimile (863) 665-8649
E-mail: Sales@SMCFAB.com

**Revised
Quote**

Customer No.: 696

Quote No.: 31676

Quote To: **POLK COUNTY UTILITIES**

Attn: Operations
1011 Jim Keene Blvd
Winter Haven, FL 33880

Ship To: **POLK COUNTY UTILITIES**

Attn: Operations
3642 Old Bartow Eagle RD
Bartow, FL 33830

<u>Date</u>			<u>Ship Via</u>		<u>F.O.B.</u>	<u>Terms</u>	
02/07/22			SMC		Destination	1.00%-10 / Net 45	
<u>Purchase Order Number</u>			<u>Sales Person</u>			<u>Required</u>	
			House			02/07/22	
<u>Quantity</u>			<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>	
<u>Required</u>	<u>Shipped</u>	<u>B.O.</u>					

Quote subtotal 26820.82

Quote total 26820.82

Price based on current pricing and availability and is subject to change. Thank you for the opportunity to submit this pricing.

**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM**

Date of Request for Emergency Purchase 2/14/2022

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Department/Division Utilities Operations & Maintenance Division (PCU)

Proposed Emergency Purchase vendor Ekstra Scan, Inc.

Describe Emergency and action to be taken: See Attachment 1

* Update to include "scope of work" on page 1 of attached additional quote

Date and Location of Emergency: 2/14/2022, Northwest Regional WWT Collection System

Total cost or estimated cost of Emergency Purchase \$ 5,600

(Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

Jean Jennings 2/14/2022
Requestor Name PRINT Date

Tamara Richardson
Signature, Division/Department Director's Approval

Jean Jennings 2/14/2022
Requestor Name SIGN Date

Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 02/16/22 Requisition #: 413/2 PO#: 2222810

Buyer/CS Ari Cowsten EP # 22-283

Insurance Received: _____

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

JENNINGS, JASON

2/14/22

EMERGENCY PURCHASE FORM ATTACHMENT A

Due to a recent unexpected pipe failure on a major 24-inch ductile iron (DI) wastewater transmission line, PCU is in need of an immediate assessment of the pipeline integrity. This line conveys wastewater from multiple tributary pump stations to the NWRWWTF. Time is of the essence as further failure of the 24-inch force main could result in a significant wastewater spill that could pose serious risk to the public and/or a detrimental impact to the environment.



A TECHNICAL SERVICES PROPOSAL TO CONDUCT A SURVEY ON A FORCE MAIN FOR POLK COUNTY, FLORIDA

March 1, 2022

Polk County, Florida

BACKGROUND – Electro Scan was contacted to investigate a force main in Polk County, Florida. The pipeline in question is a 24" DIP Epoxy coated Force Main that was installed in the 1990's. The pipeline has had a few failures which have resulted in leaks. Polk County is requesting that Electro Scan provide a survey on the pipe to determine the extent and location of section(s) of pipe that may have lost its internal coating and any other area(s) of interest. Polk County has provided all the maps and data on this line that they have. There are still some questions on the exact route the force main takes. Electro Scan has reviewed these documents and in discussion with Polk County, has determined that a survey can be done with an understanding that these unknowns may cause changes to the scope of the project.

A. INTRODUCTION

Electro Scan, Inc. ("Contractor") appreciates the opportunity to provide this Proposal to conduct a Focused Electrode Leak Location (FELL) inspection project as a Technical Services Agreement for Polk County, Florida ("Owner")

B. CONTRACTOR SERVICES

Electro Scan Inc. shall serve as Contractor for this project, with its headquarters in Sacramento, California. Currently, Electro Scan offers its products and services from international offices London (ENGLAND), Frankfurt (GERMANY), and Melbourne (AUSTRALIA), and supplying the largest sewer Contractor in Japan.

In addition to holding all U.S. and international patents and patents pending for low voltage conductivity technologies, Contractor possesses the knowledge, expertise, development, and financial resources to mobilize, engage, deploy, conduct, capture, process, store, transmit, display, and summarize its data to streamline decision making for the Sewer Investigation.

C. SCOPE OF WORK

Provide a survey to determine the location(s) that have lost internal coating protection and any other areas potential areas of concern on the force main in the area of Indian Ridge Trail and North Campbell Road. This project is the survey of a twenty-four" DIP Epoxy Coated Force Main that is approximately 3,800 LF.

Project Map and Field Planning Documents in Appendix A

The project tasks include:

Task 1 – Preparatory Work and Mobilization

Task 2 – Contractor Testing for Sewer Mains

Task 3 – Project Administration, Management, Supervision and QA/QC

Task 4 – Data Evaluation, Analysis, and Reporting

Part 5 – Reporting of findings to “Owner” detailing all surveys and areas of concern

Task 1 – Preparatory Work and Mobilization

1. Collect and review existing information including reports, maps, flow records, maintenance records and other pertinent information. Information to be provided by the Owner to the Contractor at a minimum of 4 weeks prior to the commencement of the project.**(Completed)**
2. An Electro Scan Manager will be onsite for the installation of the hot taps in case they need to be moved due to a concern on pipe conditions.
3. Preparation and mobilization of equipment and personnel to the project site.
4. Hold a project kick-off meeting prior to commencement of any work (2 weeks prior to mobilization) to ensure that all work is conducted in the most efficient and economic manner, with proper liaison between Contractor and Owner personnel.
5. Assist Owner with preparations for any required Traffic Control, Permits, access to private property or logistical arrangements to assure safe environments for workers and visitors.
6. Pipeline Constraints. Understanding the pipeline and a plan for dealing with them to ensure a detailed and as complete a detailed survey as possible. As the probe must travel along the intended pipeline survey route and not get trapped in other pipeline branches. During its travel we must collect data from the probe and retrieve it from the pipeline. Pipeline features and items of concern for a survey may include one or may of the items below:
 - a. Pipeline bends, tees, reducers, crosses, and valves
 - b. Pipeline distances between existing valves
 - c. Interfacing projects
 - d. Specific traffic management needs
 - e. Vehicle, bicycle, and pedestrian impact
 - f. Health and Safety Issues
 - g. Excavations and restorations that could be needed to complete a detailed survey

Task 2 – Contractor Testing for Wastewater Force Mains

Electro Scan’s 620 probe is a tethered device, so there is no concern of loss or getting stuck in the pipe. The tether functions as both a power cord and data cable. Once inside the pipeline, the system can

travel downstream with the pipeline's directional flow, up to 3000 LF distance. The total distance surveyed is determined by many variables such as pipe flow, debris, obstructions, and valves, to name a few.

All data will be fed back to the Mobile Electro Scan Platform via the standard coaxial cable. Once the data is collected on the system's laptop computer, it will all be uploaded to the project's *Critical Sewers®* cloud-based portal where it will be instantly processed and available for Contractor and staff to view.

Figure 1 – Critical Sewers Cloud Application View with Pipes Ranked

	Scans	Distance	S	M	L	GPM	GPD	GPD/DM			
Total:	13	3,695	150	22	43	422.31	608,126	1,256,453			
Date	Mainline ID	Pipe ID	Pipe Type	Diameter							
11/14/2018	0687MH066 0687MH067 0685MH168 0685MH169	I-392148 I-289848	VCP CIPP	8	355.6 244.1	58 0	11 2	7 6	24.85 56.40	9,554 81,216	3,033 219,582
	0403MH175 0403MH103 0687MH067 0687MH068	I-470848 I-395360	VCP CIPP	8	397.2 382.1	43 2	5 2	6 4	45.80 47.17	65,952 114,345	109,688
	0685MH169 0685MH168 0686MH107 0686MH108	I-293707 I-394035	CIPP CIPP	15 8	272.1 381.0	1 0	0 1	0 7	0.25 63.39	360 81,282	466 154,078
11/6/2018	0686MH109 0686MH116 0688MH104 0688MH103	I-392795 I-398839	CIPP CIPP	15 8	260.0 386.4	9 13	1 0	5 4	12.09 31.28	17,410 45,043	23,568 78,941
	0686MH108 0686MH109 0594MH022 0594MH023	I-398551 I-219764	CIPP CIPP	8 8	258.3 136.3	0 0	0 0	2 1	20.00 10.00	28,800 14,400	73,308 68,717
	0594MH024 0594MH023 0686MH103 0686MH102	I-208751 I-397013	VCP CIPP	8 8	105.3 260.9	13 11	0 0	1 0	7.62 3.51	10,873 5,054	68,791 12,786
	0686MH102 0686MH109	I-396824	CIPP	15	234.7	2	0	0	0.11	158	238
					Distance (ft)	Small	Medium	Large	GPM	GPD	GPD/IDM

Contractor will identify each area of loss of coating and potential anomalies in the force main and graphically display the defect grade size, type, and frequency for each pipe section. In addition, Contractor's software will provide an estimated GPM rate per defect and for also for the entire pipe segment.

Task 3 – Project Administration, Management, Supervision and QA/QC

This task consists of supervision of field personnel, project administration, and management, scheduling of field tasks, general management and supervision of field personnel, and quality assurance/control of fieldwork and data management activities. Activities include:

1. General administration and periodic meetings as necessary with the Owner.
2. Internal project control procedures on schedules, budget, quality control review and invoices.

Task 4 – Data Evaluation, Analysis, and Reporting

This task consists of evaluating and analyzing the collected data and submitting a summary report. This data will be presented in both tabular and graphic formats to facilitate a comparative condition assessment of line segments. Data collected will include:

- Length of survey in force main section
- Map location of sewer line
- Pipe defect locations possible
- Defect classification as Loss of Coating or Area of Concern.
- Graphical Representation of areas of Loss of Coating and Potential Area of Concern will be shown on a similar report as below. * The actual report submitted will NOT have any GPM calculations.

Figure 2 – Example Scan Detail PDF

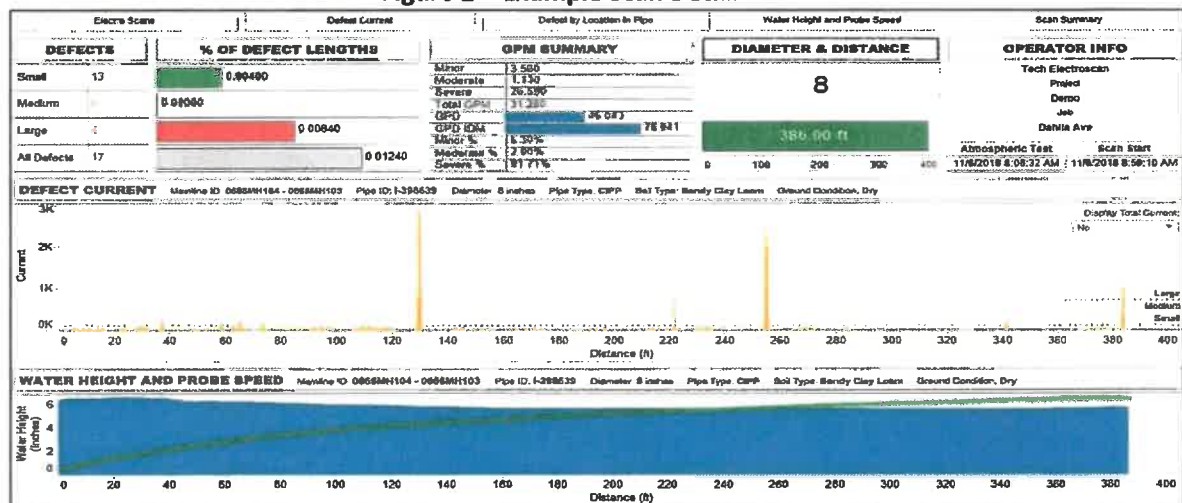


Figure 3 – Example Defect by Location in Pipe (Again GPM and GPD GPD/IDM will not be produced)

	Defects	Length of Defects ..	GPM	% of GPM	GPD	GPD/IDM
Total:	17	4.783	31.270	100%	45,029	76,916
DEFECT BY LOCATION Mainline ID: 0000MH104 - 0006MH103 Pipe ID: I-390638 Diameter: 8 inches Pipe Type: CIPP Soil Type: Sandy Clay Loam Ground Condition: Dry						
Defect Grade	Defect Start (ft)	Defect End (ft)	Length of Defects (ft)	GPM	% of GPM	GPD/IDM
S	28.49	28.49	0.00	0.04	0.13%	58
S	37.53	37.78	0.25	0.83	2.65%	1,195
S	58.61	58.76	0.15	0.36	1.15%	518
S	62.61	62.61	0.00	0.04	0.13%	58
S	65.39	65.82	0.43	1.13	3.61%	1,627
S	73.73	73.76	0.03	0.13	0.42%	187
S	82.47	82.47	0.00	0.04	0.13%	58
S	85.11	85.39	0.28	0.54	1.73%	778
S	108.61	109.63	0.03	0.08	0.26%	115
L	130.01	131.24	1.23	10.00	31.97%	14,400
S	171.75	171.97	0.23	0.50	1.60%	720
L	222.09	222.17	0.08	0.51	1.63%	734
S	239.67	239.82	0.15	0.28	0.90%	403
L	258.32	256.47	1.15	10.00	31.97%	14,400
S	341.66	341.69	0.02	0.12	0.38%	173
S	341.89	341.89	0.00	0.08	0.26%	115
L	384.35	385.12	0.77	6.59	21.07%	9,480

Part 5 – Final Reporting and Presentation of Data and Summary

- Two (2) copies of the draft report will be prepared for submittal to OWNER for review and comments.
- One (1) copies of the Final Report incorporating the comments from the review of the draft report will be furnished. Final Report will be in Microsoft Office 365 and in PDF formats.

A Final face-to-face, if the COVID-19 crisis allows, or webinar meeting with all parties to discuss findings, plans for future and any areas for concern discovered as part of the scanning is included.

D. SCHEDULE

The work will begin within 30 days of the receipt of Authorization to Proceed. Electro Scan will contract with a local plumber/contractor to install the hot taps as close to the location where Electro Scan indicates. Once this is complete Electro Scan will then schedule the work. The actual survey will be scheduled approximately 14 days after the installation of taps. Pipeline inspection work will take four (4) working days*. The four (4) days of work will include one (1) day of site preparation and three (3) days of actual surveys. The final report will deliver within twenty-one (21) days of fieldwork completion. *The estimated working days is determined by ability to work due to weather, traffic maintenance needs etc. We will collaborate with OWNER to create a schedule to accommodate these and any other items that might come up.

E. COMPENSATION AND PAYMENT TERMS

The total price to cover services described under the Scope of Work will be computed based on the unit prices shown in Table 2 and quantities of work completed as authorized by the Owner including the lump sum mobilization task. Tasks listed as "L.F." are estimated; LS = Lump Sum. Quantities found in field investigation may vary and will be performed and charged by the unit price shown in Tables 2 in an amount not to exceed the total proposal cost. Should Contractor crews be unable to perform work as scheduled due to Invoices will be rendered monthly and are due within thirty (30) days of receipt. Table 1 delineates the unit prices for mobilization, and pipeline inspections, related QA/QC, and report preparation.

Table 1 – Quantities and Pricing

Task	Task Description	Unit	Unit Price	Est. Qty	Total Price
1	Initial Site Investigation	LS	\$5,000	1	\$5,000
2	Electro Scanning Onsite for Hot Tap installation	LS	\$2,500	1	\$2,500
3	Mobilization of Truck	LS	\$7,500	1	\$7,500
4	Project Administration and Management, Safety Certifications and Security Clearances, Data Evaluation and Analysis, QA/QC, and Reporting	LS	\$5,000	1	\$5,000
	Survey of Pipe by Electro Scan	LS	\$60,000	1	\$60,000
	Hot Tap installation and Excavation Services(actual amount billed will be from the contractor direct to Electro Scan with no markup)	LS	64,850.00	1	64,850.00
					TOTAL - \$139,850*

* Please note that line item 1 has been highlighted and not counted toward the total of the project. This has already been invoiced for.

Total:
\$144,850

F. Terms and Conditions for Force Main Surveys and Services to be provided by Owner

1. Any branch connections identified and will need isolation while sensor is passing this area
2. If entry point is in an excavation a temporary staging area must be supplied by client
3. Minimum of four inch hole needed to access the pipe is required for probe insertion, this will be done via hot tap to be installed.
4. Actual distance surveyed is **NOT GUARANTEED**, and is strictly dependent on pipe conditions and configuration, termination of any scan at any time is the sole responsibility of the Electro Scan.
5. Direct entry directly on top of main (i.e., No bends/hydrants etc.)
6. Survey will terminate at any butterfly valves identified or should probe stop for whatever reason.
7. Traffic control including sidewalk is the responsibility of client
8. Safe access to pipeline location required and supplied by client
9. Electro Scan staff are all certified with confined space entry.
10. A full charge is applicable if location points not ready on scheduled date of survey – waiting day rate will be \$2,500 per day.
11. Minimum flow rate of 2.5 LF/s required for Electro Scan Delta survey, **no flow is required for TRIDENT or ES 400.**
12. Coordination with residents for access to hydrants and access into property if needed.
13. Responsibility of the client to ensure all valves are located, exercised, are operational and checked to insure proper launch of the probe prior to arrival of Electro Scan.
14. All permits, if necessary, responsibility of client
15. GIS maps in digital format of existing water system showing all lines, valves, hydrants, and any utilities, with all node IDs for all items in water system.
16. CCTV Inspection reports and videos for all segments of pipe to be FELL inspected prior to the commencement of the project. (If they exist)
17. Liaison with officials to provide effective coordination and cooperation between emergency services, utility departments, and the Owner, as necessary during field inspection work.
18. Assistance by knowledgeable Owner or Owner staff members of hydrant or valve locations, in locating buried or hidden water system valves etc.
19. Expose and/or open valves that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

20. The necessary Owner equipment and assistance as might be required to remove the specialized equipment from the water main should the equipment become lodged during the work, and to complete line repair and restoration of the area. However, the Owner will not be responsible for damage to Contractor equipment.
21. The conditions listed can be added to once Electro Scan has done its due diligence on the project. This can alter the price quoted.
22. All work is contingent on the excavations and hot taps being installed safely and appropriately. If no taps are able to be performed due to the pipes integrity, then there will be no cost for Electro Scan's work. The only amount due will be for Rangeline's excavation and hot tap services. If some hot taps and excavations can be completed but not all, the total price will be adjusted based on the amount of work Electro Scan and Rangeline can perform safely.

G. TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Owner. Contractor will follow Owner verbal and written instructions.

Owner Personnel Assistance: Contractor may require assistance from Owner Personnel to perform tasks, which are in addition to the established scope of work. Such tasks include, but are not limited to:

- Coordination and cooperation between local agencies such as police, utility departments, Owner, and others as necessary
- Assistance by knowledgeable staff member of utility access hole and cleanout locations, in locating buried or hidden utility access holes or cleanouts
- Expose and/or open utility access holes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental, or consequential damages. Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: Contractor will not be responsible for liability, loss, or expense (including damage caused by the backup) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. The Owner is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: Debris encountered is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Owner will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project, if necessary.

Indemnification: Contractor and the Owner will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Owner also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Owner or where the primary cause of any damages is due to information provided by the Owner.

Notwithstanding anything to the contrary contained herein, the Owner expressly reserves its rights of sovereign immunity afforded under Section 768.28, Florida Statutes, and all other applicable Florida law, and nothing provided herein shall serve as a waiver of Owner's sovereign immunity or an increase in the limits of liability set forth in Section 768.28, Florida Statutes.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific

reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

Insurance: Electro Scan provides insurance for Workers Compensation, Auto and Commercial General Liability Insurance in the limits provided on this quotation. Any requests for Increased Limits or any other insurance type or specialty policy will be handled on a case-by-case basis and all costs associated with the purchase of this insurance will result in a direct pass through of all costs/premiums in attaining these policies.

Electro Scan Inc

Name _____

Title _____

Date _____

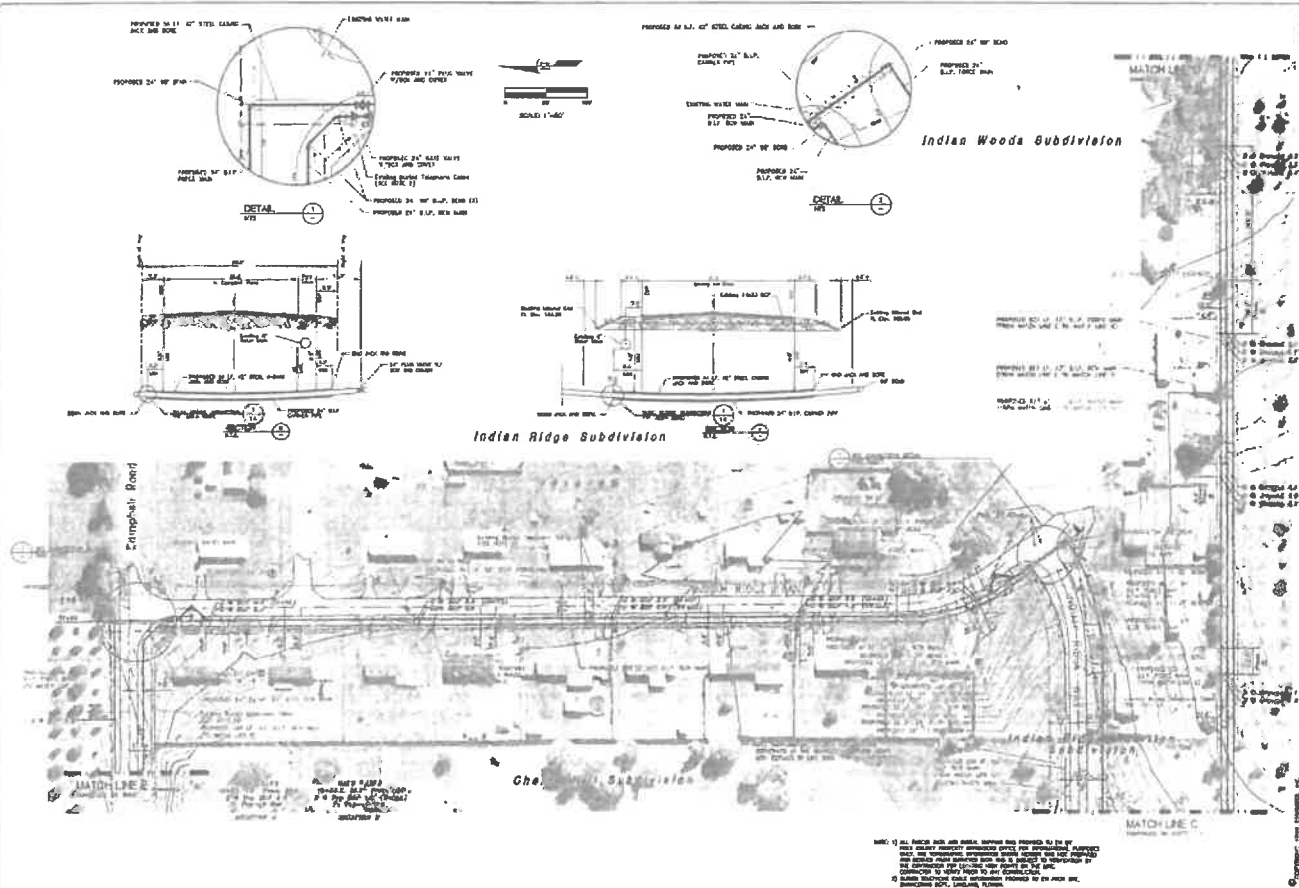
Client to Polk County, Florida (or Agent)

Name _____

Title _____

Date _____

DATE: 02-15-2009 09:19:48 (ET)



SEWERAGE AGENCY OF SOUTHERN MARIN
 PROJECT UNIT III CONTRACT A - A LINE
 ELECTRO SCAN FIELD WORK PLANNING DOCUMENT (4)
 3/2/2022
 REVISED:
 C:\Users\Mackenzie\Documents\Projects\2022\Sewer\Polk County, FL\03 02 2022 Polk County Field Work Planning Document.xlsx\A LINE

STATION	DISTANCE FITTING TO FITTING	TOTAL DEGREES OF OFFSET ACCESS TO ACCESS	DEGREES OF OFFSET (2) (4)	COMMENT 1 (3)	COMMENT 2 - PIPE SIZE AND WALL MATERIAL (3)	COMMENT 3 (3)	ELECTRO SCAN INSERTION NO.
23+00	1,575	125	90		24" Lined DIP Force Main		
14+20				Fourth Dirty Delta Inspection		Fourth Dirty Delta Inspection for 24" Lined DIP Force Main. Not to be inspected.	4
14+20	487		0	Third Dirty Delta Insertion		Third Dirty Delta Insertion for 24" Lined DIP Force Main. Not to be inspected.	3
10+00							
10+00	1,081		23	Second Dirty Delta Insertion		Second Dirty Delta Insertion for 24" Lined DIP Force Main. Not to be inspected.	2
21+00							
21+00	710		11.5	First Dirty Delta Insertion		First Dirty Delta Insertion for 24" Lined DIP Force Main. Not to be inspected.	1
28+00	#VALUE!						
TOTAL PROJECT UNIT III CONTRACT A PIPE 'A' LINE NEEDING ELECTRO SCANNING	3,853						

NOTES/LEGEND:

- (1) PIPELINE STATIONING IS THE CENTERLINE OF THE 24" FORCE MAIN DRAWING
- (2) DEGREES OF OFFSET ARE BASED OFF OF PLANS. NO PROFILES PROVIDED AND ANY ADDITIONAL OFFSET CAN AFFECT TOTAL DISTANCE OF INSPECTION
- (3) BEND DIRECTIONS ARE GIVEN IN THE DIRECTION OF THE FLOW. THAT DIRECTION IS UPSTATION.
- (4) OTHER THAN HORIZONTAL CURVES, ALL DEGREES OF PIPE BEND ARE ESTIMATED FROM THE PLAN AND PROFILE SHEETS. BENDS ARE NOT TABULATED IN THE PLAN SET.

	ACCESS POINT
	END INSPECTION
	Rangeline Responsibilities



Quote

Company or Contractor Name	Electro Scan Inc.
Company or Contractor Address	1745 Markston Road Sacramento California
Company or Contractor Phone	315-857-8845

Quote Details

Date Prepared	Wed, 06 Apr 2022
Prepared for	Mackenzie App
Prepared by	Mike George
Phone Number	352-398-9127
Description of Work	

Excavating and installing Service Taps for Scanning Equipment

Site of Work	Various work sites throughout Polk County
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Scope of Work

Tapping Saddle Installation

R&M Service Solutions will excavate and expose force main to install service tapping saddle and, tapping valve, assemblies. All plans were supplied by owner, all material will be ordered per plans with a no return of material if incorrect.

R&M will install shoring device to secure excavation, per OSHA requirements. And R&M Safety Department. A Safety barrier will Secure excavation Safety Fence and barricades will be supplied by R&M, if excavations are to be left open over a 10 Hr. workday a covering must be applied per county Specifications, will agreed upon by Contractor and owner.

1. Scope of work concludes when restoration and completed.
2. If work order changes are needed, a separate quote will be provided within one hour of notice. Customer signature is needed. a \$750.00 per hour will be billed for idle crew. Minimum charged will be for 2 hours. If Work Order change is not accepted with 4 hours, crew will demobilize and a separate mobilization fee of \$2,500.00 will added.
3. Any extra safety devices or covering is needed, a separate quote will be provided and agreed upon between Contractor and Owner, for extra cost.
4. Quote is only valid for 30 days due to uncertainty in the market.
5. If Well Points are needed a separate quote will be provided and agreed upon.

If any other work activity is required beyond the scope of the plans that have been supplied by owner, an extra cost will be negotiated.

Job Quote

Cost Breakdown

Item	Cost	Quantity	Total
Materials	4000	4	16000.00
Green Area Work(SOD)	1500.00	1	1500.00
			0.00



Organisation: R&M SERVICE SOLUTIONS, LLC
Project: Electro Scan Inc.

Item	Cost	Quantity	Total
Excavation For 24"x 6"Tapping Saddle and valve, the Tap will be performed at 12 O-Clock position on Force Main.	9750.00	4	39000.00
Two (2) Trips to each Location			
Shoring Device Install	900.00	4	3600.00
Tapping Contractor (2 service taps)	562.50	4	2250.00
			0.00
Fuel Surcharge & Mobilization Fee	2500	1	2500.00
		Total Cost:	64850.00

Other Conditions / Details

- **Payment Terms: 50% deposit via certified check.**
- **25% due Upon Pressure Test is Completed.**
- **Final Payment Due when Restoration and Density is Completed.**
- **A notice to owners copy will given to client.**

AGREED AND ACCEPTED

Customer Signature

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: EP 22-283, A Technical Services Proposal to Conduct a Survey on a Force Main for Polk County, Florida (the "**Project**")

The undersigned, as an authorized officer of the Contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies the following to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the proposal (the "**Proposal**") entered into by and between the Contractor and the County governing the Project:

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "**Contractor**" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "**E-Verify system**" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "**Subcontractor**" means a person or entity that provides labor, supplies, or services to or for a Contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subcontractors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

Executed this 11 day of May, 2022.

ATTEST:

CONTRACTOR:

Electro Scan, Inc.

By: Michael App

By: [Signature]

PRINTED NAME: Michael App

PRINTED NAME: Charles Hansen

Its: EVP

Its: CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On May 11 2022 before me, [Signature]
(Date) (Here insert Name and Title of the Officer)
personally appeared Charles Hansen
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
(Signature of Notary Public)



SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: EP 22-283

PROJECT NAME: A Technical Services Proposal to Conduct a Survey on a Force Main for Polk County, Florida

The undersigned, as Chief Executive Officer of Electro Scan, Inc. (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized

Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:

Electro Scan, Inc.

By: Michael App

a _____
By: [Signature]

PRINTED NAME: Michael App

PRINTED NAME: Charles Hansen

Its: EVP

Its: CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento
On May 11 2022 before me, J. Mullinix, Notary
(Date) (Here Insert Name and Title of the Officer)
personally appeared Charles Hansen
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public) (Seal)





CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY)

5/9/2022

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

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

PRODUCER Lockton Insurance Brokers, Inc. 400 Capitol Mall Avenue, Suite 2600 Sacramento CA 95814 (213) 689-0550	CONTACT NAME:	FAX
	PHONE (A/C, No, Ext):	(A/C, No):
INSURED 1433161 Electro Scan, Inc. 1745 Markston Road Sacramento CA 95825	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Accident and Indemnity Company	NAIC # 22357
	INSURER B: The Ohio Casualty Insurance Company	24074
	INSURER C: Ohio Security Insurance Company	24082
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES ELESC01**CERTIFICATE NUMBER:** 18512344**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKO (23) 59 78 10 61	5/6/2022	5/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded. \$25K Coll Ded. \$500 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAS (23) 59 78 10 61	5/6/2022	5/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	57 WE AB6GWH	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Polk County, a political subdivision of the State of Florida is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**18512344**

Polk County, a political subdivision of the State of Florida
330 West Church Street
Bartow, FL 33830

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

AUTHORIZED REPRESENTATIVE

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**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM**

Date of Request for Emergency Purchase 2/14/2022

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. **This form must be submitted and a requisition put online by close of business of the next business day following the Emergency.** The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Utilities Operations & Maintenance Division (PCU)

Proposed Emergency Purchase vendor Electro Scan, Inc.

Describe Emergency and action to be taken: See Attachment A

Date and Location of Emergency: 2/14/2022, Northwest Regional WWT Collection System

Total cost or estimated cost of Emergency Purchase \$ 5,600 (Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

Jason Jennings 2/14/2022
Requestor Name **PRINT** Date

Jason Jennings 2/14/2022
Requestor Name **SIGN** Date

Tamara Crahan
Signature, Division/Department Director's Approval

[Signature]
Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 02/16/22 Requisition #: _____ PO#: 22202810

Buyer/CS Ari Bowsten EP # 22-283

Insurance Received: _____

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

EMERGENCY PURCHASE FORM ATTACHMENT A

Due to a recent unexpected pipe failure on a major 24-inch ductile iron (DI) wastewater transmission line, PCU is in need of an immediate assessment of the pipeline integrity. This line conveys wastewater from multiple tributary pump stations to the NWRWWTF. Time is of the essence as further failure of the 24-inch force main could result in a significant wastewater spill that could pose serious risk to the public and/or a detrimental impact to the environment.



February 14, 2022

Polk County, Florida Force Main Emergency

Jason Jennings
Utilities Operations Manager
Polk County Utilities
Jasonjennings@polk-county.net
(863) 298 - 4243

Mobilization charge presented below will be taken off entire project mobilization.

Electro Scan quote is below:

Emergency Site Walk	\$5,000
Mobilization	Typically \$10,000, \$5,000 emergency site walk will be removed from this total leaving \$5,000 if project moves forward)
Scanning	To Be Determined (Amount of Days to be determined)
Reporting	To Be Determined (typically \$1.00 per LF scanned)
Consumables	Will be billed at \$150 per day
Total	\$5,000

DELTA Daily Rate – \$17,500 per day. This price is **EXCLUDING** of all permitting, traffic control, these are to be handled and paid for by others.. All terms and conditions listed below.

Terms and Conditions for Force Main Surveys and Services to be provided by Owner

1. Any branch connections identified and will need isolation while sensor is passing this area
2. If entry point is in an excavation a temporary staging area must be supplied by client
3. Minimum of 4" access into pipe is required for probe insertion
4. Actual distance surveyed is **NOT GUARANTEED**, and is strictly dependent on pipe conditions and configuration, termination of any scan at any time is the sole responsibility of the Electro Scan.
5. Direct entry directly on top of main (i.e., No bends/hydrants etc..)
6. Survey will terminate at any butterfly valves identified

7. Traffic control including sidewalk is the responsibility of client
8. Safe access to pipeline location required and supplied by client
9. Electro Scan staff are all certified with confined space entry.
10. A full charge is applicable if location points not ready on scheduled date of survey – waiting day rate will be \$2,500 per day.
11. Minimum flow rate of 2.5 LF/s required for Electro Scan Delta survey, no flow is required for TRIDENT.
12. Coordination with residents for access to hydrants and access into property if needed.
13. Responsibility of the client to ensure all valves are located, exercised, are operational and checked to insure proper launch of the probe prior to arrival of Electro Scan.
14. All permits if necessary, responsibility of client
15. GIS maps in digital format of existing water system showing all lines, valves, hydrants, and any utilities, with all node ID's for all items in water system.
16. CCTV Inspection reports and videos for all segments of pipe to be FELL inspected prior to the commencement of the project. (if they exist)
17. Liaison with officials to provide effective coordination and cooperation between emergency services, utility departments, and the Owner, as necessary during field inspection work.
18. Assistance by knowledgeable Owner or Owner staff members of hydrant or valve locations, in locating buried or hidden water system valves etc.
19. Expose and/or open valves that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.
20. The necessary Owner equipment and assistance as might be required to remove the specialized equipment from the water main should the equipment become lodged during the work, and to complete line repair and restoration of the area. However, the Owner will not be responsible for damage to Contractor equipment.
21. The conditions listed can be added to once Electro Scan has done its due diligence on the project. This can alter the price quoted.

H. TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Owner. Contractor will follow Owner verbal and written instructions.

Owner Personnel Assistance: Contractor may require assistance from Owner Personnel to perform tasks, which are in addition to the established scope of work. Such tasks include, but are not limited to:

- Coordination and cooperation between local agencies such as police, utility departments, Owner; and others as necessary
- Assistance by knowledgeable staff member of manhole and cleanout locations, in locating buried or hidden manholes or cleanouts
- Expose and/or open manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental, or consequential damages. Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: Contractor will not be responsible for liability, loss or expense (including damage caused by the backup) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. The Owner is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: Debris encountered is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Owner will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project, if necessary.

Indemnification: Contractor and the Owner will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Owner also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Owner or where the primary cause of any damages is due to information provided by the Owner.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

Insurance: Electro Scan provides insurance for Workers Compensation, Auto and Commercial General Liability Insurance in the limits provided on this quotation. Any requests for Increased Limits or any other insurance type or specialty policy will be handled on a case by case basis and all costs associated with the purchase of this insurance will result in a direct pass through of all costs/premiums in attaining these policies.

Electro Scan Inc

Name _____

Title _____

Polk County or Agent

Name V/A _____

Title _____

P.O. Terms & conditions apply

**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM**

Date of Request for Emergency Purchase 2/24/2022

If the emergency requires immediate action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. This form must be submitted and a requisition put online by close of business of the next business day following the Emergency. The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Communications

Proposed Emergency Purchase vendor Presort Plus, Inc.

Describe Emergency and action to be taken: Per the Declaration of State Local Emergency 22-01 regarding

Waste and Recycling, Communications is tasked with getting an official 8.5 x 11 letter mailed in a #10 envelope to each resident that is serviced by the FCC waste and Recycling hauler to communicate changes in their waste collection services (Please see attached for particulars on the direct mail piece).

Date and Location of Emergency: February 15th, 2022

Total cost or estimated cost of Emergency Purchase \$ 55,778 estimated (Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

Krista Silva 2/24/2022

Requestor Name PRINT Date

Krista Silva 2/25/2022

Requestor Name SIGN Date

Maria Tuban 2/25/22
Signature, Division/Department Director's Approval

Michele Sims 2/25/22
Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 2/25/2022 Requisition #: 122104472 PO#: 22203137

Buyer/CS Danielle Rose EP # 22-298

Insurance Received: COI on file

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

EMERGENCY PURCHASE COST BREAKDOWN

DESCRIPTION:	Polk County Rush/ Official Letter Mailer	
SIZE:	Finished Size - 8.5x11	
PROOF TYPE:	PDF Proof	
PAPER 1:	70# Husky Offset Text – Letter	\$5,400.00 (\$0.063 ea)
	#10 - 24# WHITE WOVE- Envelope	\$5,328.00 (\$0.0626 ea)
INK:	4/0 - 4cp Letter - 2/0 - envelope	
FINISHING:	Fold and Insert	
Mailing Serv.:	Data/Imaging	\$8,500.00 (\$0.10 ea)
Qty:	85,000	
Price:	\$19,228.00 (plus postage)	

Est. Postage:

- Standard = \$0.28 each
- 1st Class = \$0.43 each

Total cost per unit Standard mail : \$0.506

Total cost per unit 1st Class mail : \$0.656

DECLARATION OF STATE OF LOCAL EMERGENCY 22-01

WHEREAS, for the last several months the Residential Waste (as defined by Ordinance 13-069) for numerous Residential Properties (as defined by Ordinance 13-069) within unincorporated Polk County has been missed by a Collector(as defined by Ordinance 13-069) and remains uncollected for several days; and

WHEREAS, the failure to collect Residential Waste endangers the public health, safety and welfare of the citizens of Polk County; and

WHEREAS, the failure to collect Residential Waste is an occurrence which results in substantial injury or harm to the population of Polk County and substantial damage to property; and

WHEREAS, on February 15, 2022, the Polk County Board of County Commissioners by unanimous vote declared a State of Local Emergency due to Residential Waste not being collected by a Collector.

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND §252.38(3)(a), FLORIDA STATUTES, A STATE OF LOCAL EMERGENCY IS HEREBY DECLARED WITHIN THE BOUNDARIES OF POLK COUNTY AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS **2022 RESIDENTIAL WASTE COLLECTION EMERGENCY**. THIS DECLARATION SHALL ACTIVATE THE EMERGENCY PROVISIONS CONTAINED IN POLK COUNTY ORDINANCES 19-074, INCLUDING WITHOUT LIMITATION, THE PROHIBITION AGAINST PRICE GOUGING. FURTHER, POLK COUNTY MAY EVOKE ALL OF THE POWERS AS OUTLINED IN CHAPTER 252 FLORIDA STATUTES OR OTHERWISE PROVIDED BY LAW.

FURTHERMORE, PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND OTHER APPLICABLE COUNTY ORDINANCES AND STATE LAWS, THE COUNTY MANAGER OF POLK COUNTY AND HIS DESIGNEE(S) ARE HEREBY AUTHORIZED TO, INTER ALIA, TAKE THE FOLLOWING ACTIONS:

1. Utilize all available resources of the county government as reasonably necessary to cope with the emergency.
2. Make provisions for the availability and use of temporary emergency housing and the emergency warehousing of materials.
3. Acquire merchandise, equipment, vehicles, or property needed to alleviate the emergency.

FURTHER, IN ACCORDANCE WITH §252.38, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 19-074, THE COUNTY HEREBY WAIVES THE PROCEDURES AND FORMALITIES OTHERWISE REQUIRED OF THE COUNTY BY LAW PERTAINING TO:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of volunteer workers.
- f. Rental of equipment.
- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- h. Appropriation and expenditure of public funds.

PURSUANT TO POLK COUNTY ORDINANCE 19-074 THIS DECLARATION OF STATE OF LOCAL EMERGENCY SHALL EXPIRE WITHIN SEVEN (7) DAYS UNLESS EXTENDED, AS NECESSARY, IN 7-DAY INCREMENTS.

DATED this 15TH day of February, 2022.

ATTEST:

STACY M. BUTTERFIELD, CLERK

By:

Alison Holland
Deputy Clerk

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By

William Beasley
William Beasley, County Manager



**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM**

Date of Request for Emergency Purchase June 21, 2022

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. **This form must be submitted and a requisition put online by close of business of the next business day following the Emergency.** The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Waste & Recycling

Proposed **Emergency Purchase** vendor RDK assets

Describe **Emergency** and action to be taken: See attached.

Date and Location of **Emergency**: State of Emergency declared on February 15, 2020 - Polk County

Total cost or estimated cost of **Emergency Purchase** \$ 206,050.00 (Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

B. COGSWELL 7/1/22
Requestor Name PRINT Date

Ang Ward 7/1/2022
Signature, Division/Department Director's Approval

[Signature]
Requestor Name SIGN Date

[Signature]
Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 7/1/22 Requisition #: _____ PO#: _____

Buyer/CS M. del Guern EP # 22-515

Insurance Received: _____

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____

Waste & Recycling EP Write-up for Solid Waste Truck Rental Agreement

On February 15, 2022, the Board declared a local State of Emergency arising from system failures in the County's timely residential waste collection in the unincorporated areas of Polk County (see attached).

On April 7, 2022, the Board directed Waste & Recycling Division staff to develop and deploy an in-house residential solid waste collection plan for the County to render residential solid waste collection services to a limited area (pilot program) to assess and determine feasibility for the County to provide these services to a larger geographical area in the future. In accordance with this directive, Waste & Recycling needs to obtain three solid waste collection vehicles to provide weekly collection services. Due to the urgent nature of this request, the County was unable to perform a competitive solicitation and negotiated an agreement to lease three collection vehicles from RDK Assets, Inc with an annual lease rate of \$206,050.00 combined.

Stock # 108130

Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information**Shipping Address**

Customer # 13990

Customer Name Polk County

10 Environmental Loop

Winter Haven, FL 33880

SAME

Phone # 863-370-0932

P.O. #/Job #

Ordered By Ana Wood

Project

Job Location

Salesman Gaspar Lasanta

Delivered By: ☒ RKTR ☐ Lessee ☐ Other

Date/Time Shipped

Returned By: ☒ RKTR ☐ Lessee ☐ Other

Date/Time Shipped

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
JALE5W161N7306778	TBD	2022 Isuzu RL	13 Months	\$ 2,850.00	\$ 37,050.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC., dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 7/1/2022

Mileage Out

Hours Out

Mileage In

Hours In

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount \$ 37,050.00
 Tax Rate 0 Sales Tax \$ 0.00
 Transportation \$ 0.00

Total \$ 37,050.00

Replacement Value of Vehicle: 170,900.00

Total Due \$ 37,050.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer

Policy No.

Exp. Date

Minimum Property Damage Coverage \$

Date Insurance Certificate Received

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL. AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN ANY STATE OF FLORIDA.

Lessee Signature

Prepared By: Joanie Beckwith

Date
6/25/22

Lessee Name/Title (Print)

DR. MARTIN SANTIAGO CHAIR

Reviewed By: Joanie Beckwith

6/25/22

Company Name

POLK COUNTY COMMISSIONERS



Reviewed as to form and legal sufficiency

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and it is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the use of the Equipment or the use or the operation thereof. Lessee payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessee shall have a lien allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing of information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contest; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provides Lessee's permission as that obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and copying fuel, oil and water level checking (including system engine only); and, checking the pressure and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that each for downtime is at Lessee's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates as a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, moving or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificate of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or frustrate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, moving, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and expense, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sue jointly and severally under Florida law. If applicable, under the terms of the Lessee's liability under Section 768.31 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the terms and the terms' members, officers, agents, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.26, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lessee - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any lien or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and render impervious or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expenses of collection, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining replacement or repair of defective parts if applicable. Lessor will furnish at Lessor's regular business hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASED, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERSTANDING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREON OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the execution of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 118.070(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessor to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, however, at no cost, to the Lessee all Customer Data in possession of Lessor or Lessor and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that is exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or auxiliary rights in connection therewith, or with the advertising, publishing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

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**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of July 1, 2022 to which it is attached and made a part.

1. The initial lease term shall be from July 1, 2022 through July 31, 2023. At its option the Lessee may extend the Agreement for a renewal term commencing August 1, 2023 and ending September 30, 2024. The Lessee shall notify the Lessor on or before July 1, 2023, if Lessee intends to extend the Agreement for the renewal term.

2. At a mutually agreeable time prior to the Lease Start Date, the Lessor will deliver the Equipment to the Lessee to permit Lessee to configure the Equipment for Lessee's intended use, and for such operational checks as Lessee reasonably requires.

3. Section 5 – Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

4. The following provision is added to the end of Section 6, Indemnity, Section 7 – Compliance with Law, and Section 9 – Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

5. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.

6. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

7. Section 16 – Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members

of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.

- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

8. The following is added as a new Section 17 to the to the Agreement Terms and Conditions section:

17. Employment Eligibility Verification (E-Verify).

a) For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

- i "Contractor" means a person or entity that has entered or is attempting to enter into a

- contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
- ii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
 - iii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- b) Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- i. All persons employed by the Contractor to perform employment duties during the term of this Agreement; and
 - ii. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this Agreement.
- c) The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

9. If the Equipment becomes inoperable for any reason other than Lessee's failure to provide its required maintenance of the Equipment such that Lessee is unable to use the Equipment for more than four (4) calendar days, then within twenty-four (24) hours after receipt of notice from Lessee, the Lessor will provide Lessee comparable Equipment for use in accordance with the Lease Agreement. If the Equipment is inoperable due to a warrantable item, then the Lessor will provide the replacement equipment for a \$1.00 rental fee. If the Equipment is inoperable for other reasons, then Lessee will pay the Lessor a daily rental fee for the replacement equipment based on the then-current monthly charge for that particular type of equipment.

10. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Agreement effective date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

By: Atsion Holland
Deputy Clerk

Reviewed as to form and legal sufficiency:
Cham D. Hill
County Attorney's Office

POLK COUNTY, a political
subdivision of the State of Florida

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners



ATTEST:

RDK ASSETS, INC.
a Florida corporation
dba RDK Truck Sales

By: Janice Beckwith
Its: Corporate Secretary
Janice Beckwith
[Print Name]

By: Richard Kemner
Its: Vice President
Richard Kemner
[Print Name]



Toll-Free: 1-888-735-8789
3214 Adamo Dr.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Lease Requirements

Below are the following requirements for truck rentals from RDK Assets Inc. DBA RDK Truck Sales.

1. Customer Responsibility

Customer must display their name on cab OR BODY.

Customer is responsible for youtube maintenance, permits, licensing and repairs.

I. Oil and filters MUST be changed every 200 hours

II. Routine maintenance REQUIRED: Tires, belts, hoses, wires and brakes or anything that would be considered Factory Recommended Maintenance.

c. No more than an average of 60 hours per week. If over, additional charges may be applied.

d. RDK must be notified within 48 hours of any accidents or occurrences involving equipment.

e. Should you operate in toll roads, you are required to register the vehicle to your toll account or place a transponder in the vehicle. Any toll fees that are billed directly to RDK Assets Inc. will result in customer being charged a processing fee in addition to toll charges.

2. Signed Rental Contract including:

- a. Agreement**
- b. Mailing Address**
- c. Delivery Address**
- d. Business number**
- e. Contract name**
- f. Email address**
- g. Purchase order where applicable**
- h. 13 months minimum**

3. Truck must be returned at the end of the lease to RDK with a current DOT inspection and will be required to pass RDK inspection.

RDK responsibilities: To deliver trucks to Polk County

RDK will supply a \$1.00 rental if a truck is down, due to a warrantable item, for more than 4 days.

Richard Kemner

A handwritten signature in blue ink, appearing to read "Richard Kemner", is written over a horizontal line.

President of RDK Truck Sales

WWW.RDK.COM

Stock # 108002

Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information**Shipping Address**

Customer # 13990

Customer Name Polk County

10 Environmental Loop

Winter Haven, FL 33880

SAME

Phone # 863-370-0932

P.O. #/Job #

Ordered By Ana Wood

Project

Job Location

Salesman Gaspar Lasanta

Delivered By: ☒ RKTR ☐ Lessee ☐ Other

Date/Time Shipped

Returned By: ☒ RKTR ☐ Lessee ☐ Other

Date/Time Shipped

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALHCYD23NDNM0319	TBD	2022 Freightliner SL	13 Months	\$ 8,500.00	\$ 84,500.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC., dba RDK Truck Sales or an authorized location. Customer is responsible for ALL fire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 7/1/2022 Mileage Out Hours Out Mileage In Hours In

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 84,500.00
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 84,500.00

Replacement Value of Vehicle: 258,900.00

Total Due \$ 84,500.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer

Policy No.

Exp. Date

Minimum Property Damage Coverage \$

Date Insurance Certificate Received

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Polk County, a political subdivision of the State of Florida

Lessee Signature

Prepared By: Joanie Beckwith

Lessee Name/Title (Print)

DR. MARTIN S. TUBO, CHAIR

Reviewed By:

Company Name

Board of Commissioners



H. 14

Reviewed as to form and legal sufficiency

County Attorney's Office

RKTR 01/21/2022

Date

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessor's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to taxes, mileage, service, minimum 50% grade wear on the, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay similar reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one shift use (8 hours per day, 56 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessor's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the equipment shall be returned to the place of business or job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, survey, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disassembly or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry more persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contest; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that each person is a qualified licensed driver and provided Lessor's permission is first obtained: (a) a member of Lessor's family; (b) Lessor's employee or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking the pressure and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessee's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing, transportation, in the event not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous waste, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, under the limits of the Lessor's liability under Section 766.26 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, estoppel, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 766.26, Florida Statutes, as that section selected at the location of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to the Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LESSEE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss and damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claims, suits, or expenses including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges here provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and render cooperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for breach of lease, expense of making, court costs and reasonable outside attorney's fees. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Lessor's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/control the equipment and (2) has the authority to enter into this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been inserted for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's acceptance of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specified in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 118.07(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and convert from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section 4-A of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSOR'S GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which furnished, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fees. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor paid at the Lessor's branch where the Equipment is being repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to assure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

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**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of July 1, 2022 to which it is attached and made a part.

1. The initial lease term shall be from July 1, 2022 through July 31, 2023. At its option the Lessee may extend the Agreement for a renewal term commencing August 1, 2023 and ending September 30, 2024. The Lessee shall notify the Lessor on or before July 1, 2023, if Lessee intends to extend the Agreement for the renewal term.

2. At a mutually agreeable time prior to the Lease Start Date, the Lessor will deliver the Equipment to the Lessee to permit Lessee to configure the Equipment for Lessee's intended use, and for such operational checks as Lessee reasonably requires.

3. Section 5 – Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

4. The following provision is added to the end of Section 6, Indemnity, Section 7 – Compliance with Law, and Section 9 – Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

5. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.

6. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

7. Section 16 – Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

- a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members

of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.

c) IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

8. The following is added as a new Section 17 to the to the Agreement Terms and Conditions section:

17. Employment Eligibility Verification (E-Verify).

a) For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

- i "Contractor" means a person or entity that has entered or is attempting to enter into a

contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

- ii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
- iii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

b) Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by the Contractor to perform employment duties during the term of this Agreement; and
- ii. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this Agreement.

c) The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

9. If the Equipment becomes inoperable for any reason other than Lessee's failure to provide its required maintenance of the Equipment such that Lessee is unable to use the Equipment for more than four (4) calendar days, then within twenty-four (24) hours after receipt of notice from Lessee, the Lessor will provide Lessee comparable Equipment for use in accordance with the Lease Agreement. If the Equipment is inoperable due to a warrantable item, then the Lessor will provide the replacement equipment for a \$1.00 rental fee. If the Equipment is inoperable for other reasons, then Lessee will pay the Lessor a daily rental fee for the replacement equipment based on the then-current monthly charge for that particular type of equipment.

10. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Agreement effective date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

By: Atsion Holland
Deputy Clerk

Reviewed as to form and legal sufficiency:
Stacy Butterfield
County Attorney's Office

POLK COUNTY, a political
subdivision of the State of Florida

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners



ATTEST:

RDK ASSETS, INC.
a Florida corporation
dba RDK Truck Sales

By: Jamie Beckwith
Its: Corporate Secretary
Jamie Beckwith
[Print Name]

By: Richard Kemner
Its: Vice President
Richard Kemner
[Print Name]



Toll-Free: 1-888-735-8789
3214 Adamo Dr.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Lease Requirements

Below are the following requirements for truck rentals from RDK Assets Inc. DBA RDK Truck Sales.

1. Customer Responsibility

Customer must display their name on cab OR BODY.

Customer is responsible for youtube maintenance, permits, licensing and repairs.

I. Oil and filters MUST be changed every 200 hours

II. Routine maintenance REQUIRED: Tires, belts, hoses, wires and brakes or anything that would be considered Factory Recommended Maintenance.

c. No more than an average of 60 hours per week. If over, additional charges may be applied.

d. RDK must be notified within 48 hours of any accidents or occurrences involving equipment.

e. Should you operate in toll roads, you are required to register the vehicle to your toll account or place a transponder in the vehicle. Any toll fees that are billed directly to RDK Assets Inc. will result in customer being charged a processing fee in addition to toll charges.

2. Signed Rental Contract including:

- a. Agreement**
- b. Mailing Address**
- c. Delivery Address**
- d. Business number**
- e. Contract name**
- f. Email address**
- g. Purchase order where applicable**
- h. 13 months minimum**

3. Truck must be returned at the end of the lease to RDK with a current DOT inspection and will be required to pass RDK inspection.

RDK responsibilities: To deliver trucks to Polk County

RDK will supply a \$1.00 rental if a truck is down, due to a warrantable item, for more than 4 days.

Richard Kemner

A handwritten signature in blue ink, appearing to read "Richard Kemner", written over a light blue horizontal line.

President of RDK Truck Sales

WWW.RDK.COM

Stock # 108172

Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information**Shipping Address**

Customer # 13990

Customer Name Polk County
10 Environmental Loop
Winter Haven, FL 33880

SAME

Phone # 863-370-0932

P.O. #/Job #

Ordered By Ana Wood

Project

Job Location

Salesman Gaspar Lasanta

Delivered By: ☒ RKTR ☐ Lessee ☐ Other

Date/Time Shipped

Returned By: ☒ RKTR ☐ Lessee ☐ Other

Date/Time Shipped

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALHCYD28NDNH5076	TBD	2022 Freightliner RL	13 Months	\$ 6,500.00	\$ 84,500.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC., dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 7/1/2022 Mileage Out Hours Out Mileage In Hours In

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount \$ 84,500.00
Tax Rate 0 Sales Tax \$ 0.00
Transportation \$ 0.00

Total \$ 84,500.00

Replacement Value of Vehicle: 270,900.00,

Total Due \$ 84,500.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer

Policy No.

Exp. Date

Minimum Property Damage Coverage \$

Date Insurance Certificate Received

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Polk County, a political subdivision of the State of Florida

Lessee Signature

Prepared By: Joanie Beckwith

Date

Lessee Name/Title (Print)

Reviewed By: Joanie Beckwith

Signature

Company Name

BOARDS OF COUNTY COMMISSIONERS

Reviewed as to form and legal sufficiency



County Attorney's Office

RKTR 01/21/2022

Date

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or earlier if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 60% grade wear on the delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fee levied or based upon the lease of the Equipment or the use or the operation thereof. Lessee payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall equal Lessee to a minimum of one shift use (8 hours per day, 65 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee and F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, dismantlement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contest; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift, and supplying fuel, oil and water and checking cooling system (engine only); and, checking the pressure and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificate of insurance referenced herein shall name the Lessor on the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing, transportation, or the actual not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee performing, storing, disposing of any hazardous substance, hazardous material, toxic substance, or any additional substance or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 766.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the laws and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 766.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL - This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirtieth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LESSEE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claim against Lessor and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and under imperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedy or claim which Lessor might otherwise have for arrears of lease, expense of retitle, court costs and reasonable outside attorney's fees. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that (1) it owns/control the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance or delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the execution of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is being on behalf of Lessee as contemplated in Section 119.070(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 118 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service, if Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements, if Lessee keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records to a format that is compatible with the information technology systems of the Lessee.

RDK ASSETS, INC. d/ba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSOR'S GENERAL RESPONSIBILITY - Under the RDK Assets, INC. d/ba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. d/ba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. d/ba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publishing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

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**ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN
RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")**

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of July 1, 2022 to which it is attached and made a part.

1. The initial lease term shall be from July 1, 2022 through July 31, 2023. At its option the Lessee may extend the Agreement for a renewal term commencing August 1, 2023 and ending September 30, 2024. The Lessee shall notify the Lessor on or before July 1, 2023, if Lessee intends to extend the Agreement for the renewal term.

2. At a mutually agreeable time prior to the Lease Start Date, the Lessor will deliver the Equipment to the Lessee to permit Lessee to configure the Equipment for Lessee's intended use, and for such operational checks as Lessee reasonably requires.

3. Section 5 – Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

4. The following provision is added to the end of Section 6, Indemnity, Section 7 – Compliance with Law, and Section 9 – Lease, all of the Agreement Terms and Conditions section:

Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

5. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.

6. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

7. Section 16 – Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

a) Lessor acknowledges the Lessee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members

of the public upon request and comply in the handling of the materials created under this Agreement. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - i. keep and maintain public records required by the Lessee to perform its Agreement obligations;
 - ii. upon request from the Lessee's Custodian of Public Records or his/her designee, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and
 - iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.

- c) **IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

8. The following is added as a new Section 17 to the to the Agreement Terms and Conditions section:

17. Employment Eligibility Verification (E-Verify).

a) For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

- i "Contractor" means a person or entity that has entered or is attempting to enter into a

contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

- ii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
- iii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

b) Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by the Contractor to perform employment duties during the term of this Agreement; and
- ii. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this Agreement.

c) The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

9. If the Equipment becomes inoperable for any reason other than Lessee's failure to provide its required maintenance of the Equipment such that Lessee is unable to use the Equipment for more than four (4) calendar days, then within twenty-four (24) hours after receipt of notice from Lessee, the Lessor will provide Lessee comparable Equipment for use in accordance with the Lease Agreement. If the Equipment is inoperable due to a warrantable item, then the Lessor will provide the replacement equipment for a \$1.00 rental fee. If the Equipment is inoperable for other reasons, then Lessee will pay the Lessor a daily rental fee for the replacement equipment based on the then-current monthly charge for that particular type of equipment.

10. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Agreement effective date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

By: Alison Holland
Deputy Clerk

Reviewed as to form and legal sufficiency:

Samuel J. [Signature]
County Attorney's Office

POLK COUNTY, a political
subdivision of the State of Florida

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners



ATTEST:

RDK ASSETS, INC.
a Florida corporation
dba RDK Truck Sales

By: Joanie Beckwith
Its: Corporate Secretary
Joanie Beckwith
[Print Name]

By: Richard D. Kemner
Its: Vice President
Richard Kemner
[Print Name]



Toll-Free: 1-888-735-8789
3214 Adamo Dr.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Lease Requirements

Below are the following requirements for truck rentals from RDK Assets Inc. DBA RDK Truck Sales.

1. Customer Responsibility

Customer must display their name on cab OR BODY.

Customer is responsible for youtube maintenance, permits, licensing and repairs.

I. Oil and filters **MUST** be changed every 200 hours

II. Routine maintenance **REQUIRED**: Tires, belts, hoses, wires and brakes or anything that would be considered Factory Recommended Maintenance.

c. No more than an average of 60 hours per week. If over, additional charges may be applied.

d. RDK must be notified within 48 hours of any accidents or occurrences involving equipment.

e. Should you operate in toll roads, you are required to register the vehicle to your toll account or place a transponder in the vehicle. Any toll fees that are billed directly to RDK Assets Inc. will result in customer being charged a processing fee in addition to toll charges.

2. Signed Rental Contract including:

- a. Agreement
- b. Mailing Address
- c. Delivery Address
- d. Business number
- e. Contract name
- f. Email address
- g. Purchase order where applicable
- h. 13 months minimum

3: Truck must be returned at the end of the lease to RDK with a current DOT inspection and will be required to pass RDK inspection.

RDK responsibilities: To deliver trucks to Polk County

RDK will supply a \$1.00 rental if a truck is down, due to a warrantable item, for more than 4 days.

Richard Kemner

A handwritten signature in blue ink, appearing to read "Richard Kemner", is written over a light blue horizontal line.

President of RDK Truck Sales

WWW.RDK.COM

DECLARATION OF STATE OF LOCAL EMERGENCY 22-01

WHEREAS, for the last several months the Residential Waste (as defined by Ordinance 13-069) for numerous Residential Properties (as defined by Ordinance 13-069) within unincorporated Polk County has been missed by a Collector(as defined by Ordinance 13-069) and remains uncollected for several days; and

WHEREAS, the failure to collect Residential Waste endangers the public health, safety and welfare of the citizens of Polk County; and

WHEREAS, the failure to collect Residential Waste is an occurrence which results in substantial injury or harm to the population of Polk County and substantial damage to property; and

WHEREAS, on February 15, 2022, the Polk County Board of County Commissioners by unanimous vote declared a State of Local Emergency due to Residential Waste not being collected by a Collector.

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND §252.38(3)(a), FLORIDA STATUTES, A STATE OF LOCAL EMERGENCY IS HEREBY DECLARED WITHIN THE BOUNDARIES OF POLK COUNTY AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS **2022 RESIDENTIAL WASTE COLLECTION EMERGENCY**. THIS DECLARATION SHALL ACTIVATE THE EMERGENCY PROVISIONS CONTAINED IN POLK COUNTY ORDINANCES 19-074, INCLUDING WITHOUT LIMITATION, THE PROHIBITION AGAINST PRICE GOUGING. FURTHER, POLK COUNTY MAY EVOKE ALL OF THE POWERS AS OUTLINED IN CHAPTER 252 FLORIDA STATUTES OR OTHERWISE PROVIDED BY LAW.

FURTHERMORE, PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND OTHER APPLICABLE COUNTY ORDINANCES AND STATE LAWS, THE COUNTY MANAGER OF POLK COUNTY AND HIS DESIGNEE(S) ARE HEREBY AUTHORIZED TO, INTER ALIA, TAKE THE FOLLOWING ACTIONS:

1. Utilize all available resources of the county government as reasonably necessary to cope with the emergency.
2. Make provisions for the availability and use of temporary emergency housing and the emergency warehousing of materials.
3. Acquire merchandise, equipment, vehicles, or property needed to alleviate the emergency.

FURTHER, IN ACCORDANCE WITH §252.38, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 19-074, THE COUNTY HEREBY WAIVES THE PROCEDURES AND FORMALITIES OTHERWISE REQUIRED OF THE COUNTY BY LAW PERTAINING TO:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of volunteer workers.
- f. Rental of equipment.
- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- h. Appropriation and expenditure of public funds.

PURSUANT TO POLK COUNTY ORDINANCE 19-074 THIS DECLARATION OF STATE OF LOCAL EMERGENCY SHALL EXPIRE WITHIN SEVEN (7) DAYS UNLESS EXTENDED, AS NECESSARY, IN 7-DAY INCREMENTS.

DATED this 15TH day of February, 2022.

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: Alison Holland
Deputy Clerk

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: William Beasley
William Beasley, County Manager



**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM**

Date of Request for Emergency Purchase 8/18/2022

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise the Procurement Division of action taken. **This form must be submitted and a requisition put online by close of business of the next business day following the Emergency.** The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizen of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.

Department/Division Utilities

Proposed **Emergency Purchase** vendor CALGON CARBON CORPORATION

Describe **Emergency** and action to be taken: _____

PCU received notification of disinfection byproduct TTHM result of 114 ug/L, maximum contaminant level of 80 ug/L resulted in exceeding the Operational Evaluation Level (OEL) indicating GAC life spent and is no longer removing precursors. In accordance with 40 CFR 141.626(b)(2)(i) and (ii) a written report to the State shall be submitted and Public availability required. Due to associated health risks derived from TTHMs the spent GAC should be removed and replaced with new GAC immediately.

Date and Location of Emergency: 8/11/2022 Babson Park water plant #1 and Babson Park water plant #2

Total cost or estimated cost of **Emergency Purchase** \$ 55,958.00 (Estimated cost must include unit costs)

If you have any questions, please contact the Procurement Director or staff for additional assistance.

Erica Sparks 8/18/2022

Requestor Name PRINT Date

Tamara Richardson 8-19-22

Signature, Division/Department Director's Approval

Requestor Name SIGN Date

Michele Sims 8/19/22

Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: 08/19/2022 Requisition #: _____ PO#: _____

Buyer/CS Ari Goldstein EP # 22-621

Insurance Received: 08/19/2022

Purchases in excess of \$50,000 will be reported to the BOCC at the end of each budget year.

Date reported _____



August 11, 2022

Terry L. Marvin
Maintenance Planner/Coordinator
Polk County Utilities
Office 863-534-5018 Ext. 4303 / Cell 863-344-2596
3642 Old Bartow Eagle Lake RD
Bartow, FL 33830
E-mail: TerryMarvin@polk-county.net

Project Name: Babson Park #1 Proposal

Dear Terry,

Calgon Carbon is pleased to offer a proposal for the turnkey exchange of Granular Activated Carbon in the vessels located at your Babson Park #1 Water Treatment facility.

Calgon Carbon will provide a total turnkey exchange per the scope below. All fees associated with this exchange are included in our total lump sum price. The GAC offered, is our Filtrasorb 400M (F400M) which meets all required specifications.

Please note that our pricing assumes carbon is non-hazardous and will not require any special handling, profiling, or additional fees for landfill disposal. Polk County's

Pricing Summary:

F400M - 2 vessel exchange with 3,500 pounds each or (7,000 pounds total)

TOTAL: \$ 27,979.00 for the turnkey exchange of the two filters

******Pricing is based on performing both Babson 1 and Babson 2 exchanges during the same visit.**

GAC Filter Information:

- Number of Vessels: 2
- Vessel GAC Volume 118 ft3 each or 236 ft3 total per site
- Vessel Size: 3,500 lb GAC capacity per vessel
- Carbon Type: Filtrasorb F400M

Scope of work:

1. Filtrasorb 400M Virgin Carbon Exchange Scope of Supply by Calgon Carbon:
 - Calgon Carbon personnel onsite for one day to perform the turnkey carbon exchange
 - Removal of spent carbon from two adsorption vessels.
 - Calgon Carbon will remove the spent carbon (approximately 3,500 lbs) from each adsorber via vacuum removal. Spent carbon will be placed into suitable containers (i.e. supersacks) for disposal.



- Transport of spent carbon via flatbed trailer to appropriate landfill for disposal.
- Calgon Carbon will provide a fork truck if there is not one available on site to utilize.
- Delivery of fresh carbon in supersacks to the site will be arranged by Calgon Carbon.
- Installation of Virgin Carbon into Adsorption Vessels
- Any necessary transfer equipment shall be provided by Calgon Carbon.

Owner's Responsibilities:

- Media shall be free flowing – backwash prior to arrival should be adequate.
- Media shall be drained of any excess water prior to arrival.
- Owner is responsible for opening and closing vessel manways – with Calgon Carbon assistance.
- Truck access to the vessels within 40 feet.
- Clean water source for filling the vessel with water cushion prior to installation.

Timing:

Typical lead time is 6-8 weeks after receipt of order.

Pricing provided is exclusive of any Sales Tax.

Sincerely,

Michael Prevade

National Accounts Manager
Drinking Water Solutions
Calgon Carbon Corporation
(724) 417-0405



August 11, 2022

Terry L. Marvin
Maintenance Planner/Coordinator
Polk County Utilities
Office 863-534-5018 Ext. 4303 / Cell 863-344-2596
3642 Old Bartow Eagle Lake RD
Bartow, FL 33830
E-mail: TerryMarvin@polk-county.net

Project Name: Babson Park #2 Proposal

Dear Terry,

Calgon Carbon is pleased to offer a proposal for the turnkey exchange of Granular Activated Carbon in the vessels located at your Babson Park #2 Water Treatment facility.

Calgon Carbon will provide a total turnkey exchange per the scope below. All fees associated with this exchange are included in our total lump sum price. The GAC offered, is our Filtrasorb 400M (F400M) which meets all required specifications.

Please note that our pricing assumes carbon is non-hazardous and will not require any special handling, profiling, or additional fees for landfill disposal. Polk County's

Pricing Summary:

F400M - 2 vessel exchange with 3,500 pounds each or (7,000 pounds total)

TOTAL: \$ 27,979.00 for the turnkey exchange of the two filters

******Pricing is based on performing both Babson 1 and Babson 2 exchanges during the same visit.**

GAC Filter Information:

- Number of Vessels: 2
- Vessel GAC Volume 118 ft3 each or 236 ft3 total per site
- Vessel Size: 3,500 lb GAC capacity per vessel
- Carbon Type: Filtrasorb F400M

Scope of work:

1. Filtrasorb 400M Virgin Carbon Exchange Scope of Supply by Calgon Carbon:
 - Calgon Carbon personnel onsite for one day to perform the turnkey carbon exchange
 - Removal of spent carbon from two adsorption vessels.
 - Calgon Carbon will remove the spent carbon (approximately 3,500 lbs) from each adsorber via vacuum removal. Spent carbon will be placed into suitable containers (i.e. supersacks) for disposal.



- Transport of spent carbon via flatbed trailer to appropriate landfill for disposal.
- Calgon Carbon will provide a fork truck if there is not one available on site to utilize.
- Delivery of fresh carbon in supersacks to the site will be arranged by Calgon Carbon.
- Installation of Virgin Carbon into Adsorption Vessels
- Any necessary transfer equipment shall be provided by Calgon Carbon.

Owner's Responsibilities:

- Media shall be free flowing – backwash prior to arrival should be adequate.
- Media shall be drained of any excess water prior to arrival.
- Owner is responsible for opening and closing vessel manways – with Calgon Carbon assistance.
- Truck access to the vessels within 40 feet.
- Clean water source for filling the vessel with water cushion prior to installation.

Timing:

Typical lead time is 6-8 weeks after receipt of order.

Pricing provided is exclusive of any Sales Tax.

Sincerely,

Michael Prevade

National Accounts Manager
Drinking Water Solutions
Calgon Carbon Corporation
(724) 417-0405



CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)

5/31/2022

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

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

PRODUCER Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT
NAME:
PHONE
(A/C, No. Ext.):
E-MAIL
ADDRESS:

FAX
(A/C, No.):

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Zurich American Insurance Company

16535

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
1425462 Calgon Carbon Corporation
3000 GSK Drive
Moon Township PA 15108

COVERAGES CALCA**CERTIFICATE NUMBER:** 16372363**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	GLO 0111179 05	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y N	BAP 0111180 05	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 0111177 05 (Ded) WC 0111178 05 (Retro)	6/1/2022 6/1/2022	6/1/2023 6/1/2023	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Polk County, a political subdivision of the State of Florida is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy for all work performed for the County. A waiver of subrogation applies in favor of Polk County, a political subdivision of the State of Florida if required by written contract with respect to General Liability and Workers' Compensation per the terms and conditions of the policy where permitted by state law for all work performed for the County.

CERTIFICATE HOLDER**16372363**

Polk County, a political subdivision of the State of Florida
330 W. Church Street, Room 150
Bartow FL 33850

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 10/07/2021

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Fire Rescue

Proposed Vendor (Include name, telephone #, and email):

Stryker Pro Care Services, Todd Taylor 407-415-5058, todd.taylor@stryker.com

Describe Purchase. What will this purchase do for the Division?

This would provide parts, annual maintenance, and repairs for any of our Stryker and LUCAS products to keep them in top working order for serving the public. It will also provide equipment for the new rescues as well as replacing older equipment.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Stryker is the OEM for our equipment and parts for repairs and is the sole source distributor of Stryker's Emergency Care and LUCAS products. We must use and purchase the parts that work with these devices in order to maintain our warranty. Stryker also conducts our annual maintenance on each of our devices: LUCAS, stair chairs, stretchers, and powerloads that that must be completed every year in order to meet CAAS and State requirements. These products must be serviced by Stryker to maintain the warranty.

Total cost for the Sole Source Purchase: \$800,000.00

(Total cost includes shipping & installation (if applicable))

Mary W. Combee

10/07/2021

Requestor Name (PRINT)

Date

[Signature]
Signature of Division Director

10/11/21
Date

[Signature]
Requestor Signature (SIGN)

10/07/2021
Date

[Signature]
Signature of Procurement Director/Designee

10/19/21
Date

PROCUREMENT USE ONLY

Date Received: 10/15/2021 PO#: 22-A-100021 P-Card Purchase: _____

Procurement Specialist: B. Howard Sole Source #: 22-050

Insurance Received Date: 10/15/2021

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



M. Smith

Field Service, Region Manager Southeast

christina.smith@stryker.com

Medical

3800 E. Centre Ave., Portage, MI 49002
C 260 249 1280

Polk County Fire and Rescue
2472 Clower Lane
Bartow, FL 33830

To Whom It May Concern:

Thank you for your interest in a Stryker Sole Source agreement. It is with pleasure that Stryker commits to the following actions for the term of our service agreement, beginning November 1, 2019 through October 31, 2024, in addition to the standard terms and conditions of our ProCare Services Agreement (enc.).

STRYKER, OEM PARTS, MAINTENANCE AND REPAIR SERVICES OF POWER PRO STRETCHERS, STAIR CHAIRS, AND PERFORMANCE-LOADS

PURPOSE AND INTENT

The sole purpose and intent of this letter is to provide individual party responsibilities during the course of the Stryker ProCare Services Agreement, single fixed pricing on the current MSRP, and establish a term contract for Stryker OEM parts, maintenance and repair services of Stryker Power-PRO, Power-LOAD systems and Stair-PROs for Polk County EMS for the next 60 months.

GENERAL

The single fixed price shall apply to all items within the price list.

Only authorized OEM replacement parts shall be used, unless otherwise approved by a County representative.

All services shall be completed in accordance with accepted industry and safety standards, following the original factory/manufacture's requirements/specifications and meeting the requirements of any/all applicable city, state, federal laws, codes.

TERM AND FINANCIALS

Term: November 1, 2019 through October 31, 2024

Item No.	Description	Model	Service Coverage	Quantity	Years	Polk County Fixed Price/Unit
1	Power Cots	6506	BMS Prevent NB	1	5	\$3,048.30
2	Stair Chair	6252	BMS Prevent NB	1	5	\$730.40
3	Power-LOAD	6390	EMS Prevent NB	1	5	\$5,071.50

Service Coverage Definitions:



EMS Prevent NB

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, or other disposable or expendable parts.

The pricing provided reflects Polk County's fixed pricing off of the 2019 Stryker Emergency Care current list price.

Power-PRO Service coverage pricing will include 2 pm's during the warranty period and 3 additional years of on-site service.

Power-LOAD Service coverage pricing will include 1 pm during the warranty period and 4 additional years of on-site service.

Stair-PRO Service coverage pricing will include 1 pm during the warranty period and 4 additional years of on-site service.



Stryker Emergency Care Capital Equipment, Parts and Accessories

This section of the sole source letter provides Polk County with fixed pricing from the current MSRP on all Stryker Emergency Care Capital Equipment, Parts, and Accessories. Below is the description of the product, the part numbers, and the single fixed pricing from the current list price. It is with pleasure that Stryker commits to the following actions for the term of our pricing agreement, beginning November 1, 2021 through September 30, 2022.

Item No.	Description	Single Fixed Pricing from Current List Price
1	Stryker Emergency Care Power-PRO (6506000000)	\$19,278.00
2	Aftermarket SMRT Pak (6500033000)	\$396.00
3	Aftermarket X-Restraint Package (6500001430)	\$188.47
4	Aftermarket SMRT Charger (6500201000)	\$746.93
5	Aftermarket SMRT Power Kit 120V (6500700041)	\$1,139.11
6	Aftermarket Knee Gatch Mattress G-Rated (6500002150)	\$319.72
7	6506 Power-LOAD Upgrade Kit (6506700001)	\$1,600.00
8	ProCare Upgrade Charge (77100003)	\$310.00
9	Stair-PRO Model (6252000000)	\$3,536.00
10	Lucas 3.1 Compression System (99576-000063)	\$14,085.30
11	LUCAS Back Plate, Slim (11576-000088)	\$361.92
12	LUCAS CARRYING CASE, HARD SHELL (11576-000094)	\$411.51
13	LUCAS 3 Battery - Dark Grey - Rechargeable (11576-000080)	\$656.85
14	Power Supply (11576-000071)	\$340.17
15	Stabilization Strap (21576-000074)	\$84.39
16	LUCAS 3 Slim Backplate Grip Tape (11576-000089)	\$26.10
17	LUCAS Back Plate (21996-000044)	\$347.13
18	Back Plate Grip Tape (11576-000052)	\$41.76
19	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr) (11576-000050)	\$94.83
20	LUCAS Stabilization Strap (21996-000064)	\$87.87
21	LUCAS Disposable Suction Cup (3 pack) (11576-000046)	\$128.77
22	LUCAS Disposable Suction Cup (12 pack) (11576-000047)	\$456.80
23	POLYPROPLN RESTRAINT STRAP SET (6250001018S)	\$63.44
24	SideKick - Standard wipes 6x10in (2060-000-001) 12 in case	\$5.50
25	SideKick - Large wipes 9x12in (2060-000-002) 12 in case	\$6.00
26	LUCAS Desk-Top Battery Charger 11576-000060	\$1,062.10

COUNTY'S RESPONSIBILITIES

The County shall:

- ✓ Notify the vendor when services are needed.
- ✓ Provide access to the work area.

VENDOR'S RESPONSIBILITIES

Vendor shall:

- ✓ Inspect stretcher failures within forty-eight (48) hours of notification. Complete failure analysis report shall be provided at no additional cost to the County.
- ✓ Provide SMRT battery and charger replacements at no additional cost to the County (products listed under EMS Prevent coverage).
- ✓ Provide all tools and equipment required to complete maintenance and/or repair services.



- ✓ Supply new/unused OEM replacement parts or the manufacturer's approved equal.
- ✓ If requested, vendor shall provide the designated County representative with detailed documentation for preventative maintenance for specified assets covered under Stryker ProCare Services Agreement.
- ✓ Maintain a stock of standard repair parts and routine maintenance items to keep the Stryker equipment in a safe operating condition.
- ✓ Furnish all material, labor, supervision, tools, supplies and equipment necessary to successfully complete services to the equipment located at various Fire Rescue locations throughout the County.
- ✓ Meet OSHA operating requirements.
- ✓ Provide services in a professional manner by qualified personnel.
- ✓ Adhere to all terms, conditions and requirements of the contract.

COUNTY AND VENDOR'S RESPONSIBILITIES

Together, the County and Vendor shall regularly review equipment changes (additions or removals) impacting this contract.

The County shall notify vendor when equipment should be removed from contract coverage. The County shall notify vendor when new equipment has been placed into service and needs to be added to contract coverage.

Vendor shall prorate annual contract coverage pricing for equipment removed from contract and supply details in annual invoicing. Vendor shall prorate annual contract coverage pricing for new equipment added to contract coverage (upon warranty expiration) and provide details in annual invoicing.

Thank you for the opportunity to partner with your organization and we look forward to servicing your account and your fleet.

Sincerely,

Bryan Bennett
Field Service Region Manager
Enc.

Amanda McBride
Emergency Care Account Manager

Todd Taylor
Emergency Care Region Manager



3800 E. Centre Ave.
Portage MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	April 5, 2021

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or by an outside supplier specifically for Stryker.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- Stair-PRO
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR Plus, LIFEPAK, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

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Mkt Lit-1630 03 JUL 2018 Rev D

Warranty

Stryker EMS, a division of the Stryker Corporation, offers one warranty option in the United States:

One (1) year parts, labor, and travel. Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps, and other soft goods, have a one (1) year limited warranty.

The Stryker Power-LOAD is designed for a seven (7) year expected service life under normal use conditions, and with appropriate periodic maintenance as described in the maintenance manual. Stryker warrants to the original purchaser that the welds on the Power-LOAD will be free from structural defects for the expected seven (7) year life of the product as long as the original purchaser owns the product.

Upon Stryker's request, the purchaser shall return to Stryker's factory any product or part (freight prepaid by Stryker) for which an original purchaser makes a warranty claim.

Warranty exclusions and other conditions:

- Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgment affects the product materially and adversely, shall void this warranty.
- Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty.
- There are extenuating circumstances and events that may alter the performance of the products such as an ambulance accident. In Stryker's discretion, certain circumstances may allow for evaluation of the product post ambulance accident which could allow for continued use of the product. If products recommended to be removed from service are put back into service, Stryker will consider the product as being subject to unusual stress and improper maintenance are not subject to Stryker's warranty as noted above. In addition, Stryker will not indemnify any customer for any third-party claims related to injuries caused by products that have been involved in accidents.
- This warranty is void if the label bearing the serial number of the product has been removed or defaced.
- This warranty is void if the product is not purchased from an authorized Stryker dealer.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. Stryker makes no other warranty or representation either expressed or implied, except as set forth herein. There is no warranty on merchantability and there are no warranties of fitness for any particular purpose. In no event shall Stryker be liable hereunder for incidental or consequential damages arising from or in any matter related to sales or use of such equipment.

No employee or representative of Stryker is authorized to change this warranty in any way.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker. In no event shall Stryker be liable for incidental or consequential damages.

To obtain parts and service

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service at 1-800-327-0770.

Warranty

Return authorization

Product cannot be returned without prior approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned product. Stryker reserves the right to charge shipping and restocking fees on returned product. Special, modified, or discontinued products are not subject to return.

Damaged product

ICC Regulations require that claims for damaged product must be made within fifteen (15) days of receipt of the product. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claims will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the product, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full within thirty (30) days of receipt. Claims for any incomplete shipments must be made within thirty (30) days of invoice.

International warranty clause

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Contact your local Stryker Medical representative for additional information.

Warranty

Stryker EMS, a division of the Stryker Corporation, offers one warranty option in the United States:

Two (2) year parts and labor. Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of two (2) years after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps, and other soft goods, have a one (1) year limited warranty.

The Stryker Power-PRO XT is designed for a 7 year expected service life under normal use conditions, and with appropriate periodic maintenance as described in the maintenance manual. Stryker warrants to the original purchaser that the welds on the Power-PRO XT will be free from structural defects for the expected 7 year life of the product as long as the original purchaser owns the product. Original purchasers will also obtain a three (3) year limited parts warranty for the X-frame components of the Power-PRO cot and a three (3) year limited power train warranty covering the motor pump assembly and hydraulic cylinder assembly. Stryker's obligation under this three (3) year limited warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any part that is, in the sole discretion of Stryker, found to be defective.

SMART Power Warranties. Stryker EMS warrants the SMART charger for the same duration as the Stryker product for which it is furnished. All SMART Paks are warranted to be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year.

Upon Stryker's request, the purchaser shall return to Stryker's factory any product or part (freight prepaid by Stryker) for which an original purchaser makes a warranty claim.

Warranty exclusions and other conditions:

- Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgment affects the product materially and adversely, shall void this warranty.
- Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty.
- There are extenuating circumstances and events that may alter the performance of the products such as an ambulance accident. In Stryker's discretion, certain circumstances may allow for evaluation of the product post ambulance accident which could allow for continued use of the product. If products recommended to be removed from service are put back into service, Stryker will consider the product as being subject to unusual stress and improperly maintained. Products which are subject to unusual stress and improper maintenance are not subject to Stryker's warranty as noted above. In addition, Stryker will not indemnify any customer for any third-party claims related to injuries caused by products that have been involved in accidents.
- This warranty is void if the label bearing the serial number of the product has been removed or defaced.
- This warranty is void if the product is not purchased from an authorized Stryker dealer.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. Stryker makes no other warranty or representation either expressed or implied, except as set forth herein. There is no warranty on merchantability and there are no warranties of fitness for any particular purpose, in no event shall Stryker be liable hereunder for incidental or consequential damages arising from or in any matter related to sales or use of such equipment.

No employee or representative of Stryker is authorized to change this warranty in any way.

Warranty exclusion and damage limitations

The express warranty set forth herein is the only warranty applicable to the product. Any and all other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose are expressly excluded by Stryker. In no event shall Stryker be liable for incidental or consequential damages.

Warranty

To obtain parts and service

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service at 1-800-327-0770.

Return authorization

Product cannot be returned without prior approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned product. Stryker reserves the right to charge shipping and restocking fees on returned product. Special, modified, or discontinued products are not subject to return.

Damaged product

ICC Regulations require that claims for damaged product must be made within fifteen (15) days of receipt of the product. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claims will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the product, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full within thirty (30) days of receipt. Claims for any incomplete shipments must be made within thirty (30) days of invoice.

International warranty clause

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Contact your local Stryker Medical representative for additional information.

Warranty

Stryker EMS, a division of the Stryker Corporation, offers two distinct warranty options in the United States:

One (1) year parts and labor. Under this option, Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective.

Two (2) year parts. Under this option, Stryker EMS warrants to the original purchaser that non-expendable components of its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of two (2) years after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts for, or replacing, at its option, any product which is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, IV poles, storage nets, storage pouches, Oxygen straps, and other soft goods, have a one (1) year limited warranty with this option.

Under either warranty option, Stryker EMS products are designed for a 7 year expected service life under normal use, conditions, and with appropriate periodic maintenance as described in the maintenance manual for each device. Stryker warrants to the original purchaser that the welds on its EMS products will be free from structural defects for the expected 7 year life of the EMS product as long as the original purchaser owns the product. Original purchasers will also obtain a three (3) year limited parts warranty for the X-frame components of the MX-PRO R3 stretcher provided they also purchase X-frame guards at the time of the original purchase and the guards are installed on the MX-PRO before it is put into service.

If Stryker requests, products or parts for which an original purchaser makes a warranty claim, the purchaser shall return the product or part prepaid freight to Stryker's factory.

Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgment affects the product materially and adversely, shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. STRYKER MAKES NO OTHER WARRANTY OR REPRESENTATION EITHER EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STRYKER BE LIABLE HEREUNDER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER RELATED TO SALES OR USE OF ANY SUCH EQUIPMENT.

Warranty

STRYKER EMS RETURN POLICY

Cots, Stair Chairs, Evacuation Chairs, Cot Fasteners and Aftermarket Accessories may be returned up to 180 days of receipt if they meet the following guidelines:

Prior to 30 Days

- 30 day money back guarantee in effect
- Stryker EMS is responsible for all charges
- Returns will not be approved on modified items

Prior to 90 Days

- Product must be unused, undamaged and in the original packaging
- Customer is responsible for a 10% restocking fee

Prior to 180 Days

- Product must be unused, undamaged and in the original packaging
- Customer is responsible for a 25% restocking fee

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items.

SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. **DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT.** Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full.

Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Please contact your local Stryker Medical representative for additional information.

PATENT INFORMATION

Stryker products are covered by one or more of the following patents:

United States	5,575,026	6,276,010	6,648,343	6,908,133	6,796,757
	5,637,700	6,125,485	6,735,704	7,100,224	7,398,571
	D527,103				

Other Patents Pending

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/20/2021

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

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

PRODUCER Aon Risk Services Central, Inc. Grand Rapids MI Office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA		CONTACT NAME: PHONE: (A/C. No. Ext): (616) 456-5366 FAX: (A/C. No.): E-MAIL: ADDRESS:	
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER: 570085822605****REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY 31274721	02/01/2021	02/01/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Self Insc <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB 312744 21	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31274321 AOS MWXS31274521 Excess WC - MI SIR applies per policy terms & conditions	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570085822605

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

Regarding: All work performed during the policy(s) term.

Certificate Holder is included as Additional Insured, where required by written contract, in accordance with the policy provisions of the general liability & automobile liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

Polk County (a political subdivision of the State of Florida) 330 West Church Street, Rm 150 Bartow FL 33830 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---



Bryan A. Bennett

Field Service, Region Manager Florida

Bryan.Bennett2@stryker.com

Medical

3800 E. Centre Ave., Portage, MI 49002
C 260 249 1280

Polk County Fire and Rescue
2472 Clower Lane
Bartow, FL 33830

To Whom It May Concern:

Thank you for your interest in a Stryker Sole Source agreement. It is with pleasure that Stryker commits to the following actions for the term of our service agreement, beginning November 1, 2019 through October 31, 2024, in addition to the standard terms and conditions of our ProCare Services Agreement (enc.).

STRYKER, OEM PARTS, MAINTENANCE AND REPAIR SERVICES OF POWER PRO STRETCHERS, STAIR CHAIRS, AND PERFORMANCE-LOADS

PURPOSE AND INTENT

The sole purpose and intent of this letter is to provide individual party responsibilities during the course of the Stryker ProCare Services Agreement, single fixed pricing on the current MSRP, and establish a term contract for Stryker OEM parts, maintenance and repair services of Stryker Power-PRO, Power-LOAD systems and Stair-PROs for Polk County EMS for the next 60 months.

GENERAL

The single fixed price shall apply to all items within the price list.

Only authorized OEM replacement parts shall be used, unless otherwise approved by a County representative.

All services shall be completed in accordance with accepted industry and safety standards, following the original factory/manufacture's requirements/specifications and meeting the requirements of any/all applicable city, state, federal laws, codes.

TERM AND FINANCIALS

Term: November 1, 2019 through October 31, 2024

For all new equipment acquisitions, this is the ProCare coverage model and service support pricing that Stryker will provide:

Item No.	Description	Model	Service Coverage	Quantity	Years	Polk County Fixed Term Price per New Unit Type
1	Power-PRO	6506	EMS Prevent NB	1	5	\$3,259.80
2	Stair Chair	6252	EMS Prevent NB	1	5	\$1,013.40
3	Power-LOAD	6390	EMS Prevent (w/ batts)	1	7	\$10,384.20
4	Power-PRO 2	6507	EMS Prevent (w/batts, SEM)	1	5	\$4,285.80
5	LUCAS	99576	EMS Prevent (w/ batts)	1	7	\$8,936.90

For all aftermarket products that are identified (products previously acquired with no active service coverage with Stryker), which Polk Count wants to include in the ProCare coverage plan, this is the pricing that Stryker will provide, based on the current year's list price:

Item No.	Description	Model	Service Coverage	Discount
1	Power-PRO	6506	EMS Prevent NB	10%
2	Stair Chair	6252	EMS Prevent NB	10%
3	Power-LOAD	6390	EMS Prevent (w/ batts)	10%
5	Power-PRO 2	6507	EMS Prevent (w/ SEM, batts)	10%
6	LUCAS 3.1	99576	EMS Prevent (w/ batts)	15%

Service Coverage Definitions:

EMS Prevent (w/ batts)

ProCare Power-LOAD Prevent Service: Includes parts, labor, travel, 1 Annual PM, unlimited unscheduled service, and product equipment checklists with battery coverage. Replacement parts do not include mattresses or other disposable or expendable parts.

ProCare LUCAS 3.1 Prevent Service: Includes parts, labor, travel 1 Annual PM, unlimited unscheduled service, and product equipment checklists with battery coverage. Replacement parts do not include straps, suction cups, back plates and carrying cases.

EMS Prevent (w/ SEM, batts)

ProCare Power-PRO 2 Prevent Service: Includes parts, labor, travel, 1 Annual PM, unlimited unscheduled service, and product equipment checklists with SEM. Replacement parts do not include mattresses or other disposable or expendable parts.

EMS Prevent NB

Includes parts, labor, travel, 1 annual PM inspection, unlimited unscheduled service, and product equipment checklists. Replacement parts do not include mattresses, batteries, or other disposable or expendable parts.

The pricing provided reflects Polk County's fixed pricing based on 2022 Stryker Emergency Care list price.

**Power-PRO Service coverage pricing will include 1 PM's during the warranty period and 3 additional years of EMS Prevent NB.*

Power-LOAD Service coverage pricing will include 1 PM during the warranty period and 4 additional years of EMS Prevent (w/ batts).

Stair-PRO Service coverage pricing will include 1 PM during the warranty period and 4 additional years of EMS Prevent NB.

Stryker Emergency Care Capital Equipment, Parts and Accessories

This section provides Polk County with sell price on all Stryker Emergency Care capital equipment, parts, and accessories. Below is the description of the product, the part numbers, and the sell price. It is with pleasure that Stryker provides the following actions, beginning January 1, 2022 through October 31, 2022.

Item No.	Description	Sell Price
1	Stryker Emergency Care Power-PRO (6506000000)	\$21,000.00
2	Aftermarket SMRT Pak (6500033000)	\$525.00
3	Aftermarket X-Restraint Package (6500001430)	\$244.00
4	Aftermarket SMRT Charger (6500201000)	\$969.00
5	Aftermarket SMRT Power Kit 120V, AC (6500700041)	\$1,477.00
6	Aftermarket Knee Gatch Mattress G-Rated (6500002150)	\$387.00
7	6506 Power-LOAD Upgrade Kit (6506700001)	\$2109.00
8	ProCare Upgrade Charge (77100003)	\$332.00
9	Stair-PRO Model (6252000000)	\$4,159.00
10	Lucas 3.1 Compression System (99576-000063)	\$17,323.00
11	LUCAS Back Plate, Slim (11576-000088)	\$445.00
12	LUCAS CARRYING CASE, HARD SHELL (11576-000094)	\$506.00
13	LUCAS 3 Battery - Dark Grey - Rechargeable (11576 -000080)	\$808.00
14	Power Supply (11576-000071)	\$418.00
15	Stabilization Strap (21576-000074)	\$104.00
16	LUCAS 3 Slim Backplate Grip Tape (11576-000089)	\$32.00
17	LUCAS Back Plate (21996-000044)	\$427.00
18	Back Plate Grip Tape (11576-000052)	\$51.00
19	Patient Strap (Secures patient's arms to support legs of LUCAS - pair) (11576-000050)	\$117.00
20	LUCAS Stabilization Strap (21996-000064)	\$108.00
21	LUCAS Disposable Suction Cup (3 pack) (11576-000046)	\$158.00
22	LUCAS Disposable Suction Cup (12 pack) (11576-000047)	\$562.00
23	POLYPROPLN RESTRAINT STRAP SET (6250001018S)	\$81.78
24	SideKick, Standard wipes 6x10in (2060000001) 12 in case	\$10.00
25	SideKick, Large wipes 9x12in (2060000002) 12 in case	\$11.00
26	LUCAS Desk-Top Battery Charger (11576-000060)	\$1,321.00
27	Stryker Emergency Care Power-PRO low (650605550001)	\$19,618.00
28	Stryker Emergency Care Power-PRO mid (65060550002)	\$24,619.00
29	Stryker Emergency Care Power-PRO high (650605550003)	\$26,458.00
30	Stryker Emergency Care Power-PRO 2 high (650705550001)	\$31,900.00
31	Stryker Emergency Care Power-PRO 2 mid (6507055002)	\$30,000.00
32	Stryker Power-PRO 2 Battery (650707000002)	\$900.00
33	Stryker Power-PRO 2 Charger (650700450301)	\$1,288.00
34	Stryker Power-PRO 2 AC Power-Cord (650700450102)	\$30.00
35	XPR restraint package (650600030010)	\$589.00
36	XPR restraint, shoulder single (650600030001)	\$78.00
37	XPR restraint, waist single buckle (650600030003)	\$111.00
38	XPR restraint, waist double buckle (650600030002)	\$106.00
39	MX-PRO Bariatric Transport (6083000000)	\$9,732.00
40	Floor mount w/dual plates cot fastener (6377000000)	\$1,000.00

COUNTY'S RESPONSIBILITIES

The County shall:

- ✓ Notify the vendor when services are needed.
- ✓ Provide access to the work area.

VENDOR'S RESPONSIBILITIES

Vendor shall:

- ✓ Inspect stretcher failures within seventy-two (72) hours of notification. Complete failure analysis report shall be provided at no additional cost to the County.
- ✓ Provide all tools and equipment required to complete maintenance and/or repair services.
- ✓ Supply new OEM replacement parts for repairs.
- ✓ If requested, vendor shall provide the designated County representative with detailed documentation for preventative maintenance for specified assets covered under Stryker ProCare Services Agreement.
- ✓ Maintain a stock of standard repair parts and routine maintenance items to keep the Stryker equipment in a safe operating condition.
- ✓ Furnish all material, labor, supervision, tools, supplies and equipment necessary to successfully complete services to the equipment located at various Fire Rescue locations throughout the County.
- ✓ Meet OSHA operating requirements.
- ✓ Provide services in a professional manner by qualified personnel.
- ✓ Adhere to all terms, conditions and requirements of the contract.

COUNTY AND VENDOR'S RESPONSIBILITIES

Together, the County and Vendor shall regularly review equipment changes (additions or removals) impacting this contract.

The County shall notify vendor when equipment should be removed from contract coverage. The County shall notify vendor when new equipment has been placed into service and needs to be added to contract coverage.

Vendor shall prorate annual contract coverage pricing for equipment removed from contract and supply details in annual invoicing. Vendor shall prorate annual contract coverage pricing for new equipment added to contract coverage (upon warranty expiration) and provide details in annual invoicing.

Thank you for the opportunity to partner with your organization and we look forward to servicing your account and your fleet.

Sincerely,

Bryan Bennett
Field Service Region Manager

Paige Vanderwall
Emergency Care Account Manager

Todd Taylor
Emergency Care Region Manager



**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 10/12/2021

This form **MUST** be completed and approved by the Procurement Director **PRIOR** to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the **ONLY** item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Infrastructure Management/Utilities Division

Proposed Vendor (include name, telephone #, and email):

CentralSquare DBA Superion 1-800-727-8088 brittany.berryhill@centralsquare.com

Describe Purchase. What will this purchase do for the Division?

Annual maintenance and support for CIS, land/parcel mgmt, billing, work order mgmt, contact mgmt and all payment processing and system reporting tools Maint Term 1/1/22 - 12/31/22 Renewal Order Q-70344

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Software vendor is proprietary. They manage the database and user interface programs. In addition, we obtain regular updates and upgrades by keeping maintenance contract active.

Total cost for the Sole Source Purchase: ~~\$77,900.31~~

(Total cost includes shipping & installation (if applicable))

\$77,969.31

\$1,226.88

\$79,196.19

Deitra Johnson

10/12/21

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Deitra Johnson

10/12/21

Requestor Signature (SIG)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 10/14/21

PO#:

P-Card Purchase:

N/A

Procurement Specialist: Ari Goustering

Sole Source #:

22-051

Insurance Received Date:

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year



Renewal Order prepared by:
Brittany Berryhill
brittany.berryhill@centralsquare.com

Renewal Order #: Q-69721
Start Date: February 1, 2022
End Date: January 31, 2023
Billing Frequency: Yearly

Renewal Order prepared for:
Charles Nichols Jr., Asset Manager
Polk County Utilities Division
1011 Jim Keene Blvd.
Winter Haven, FL 33880
863-815-6595

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
NavLine Web Enablement	1	0.00 USD	613.44 USD
NavLine Web Enablement	1	0.00 USD	613.44 USD
Renewal Order Total:			1,226.88 USD

Billing Information

Fees will be payable within 30 days of invoicing.

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

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

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

MORE INFORMATION AT CENTRAL SQUARE.COM



**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 10/12/2021

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Infrastructure Management/Utilities Division

Proposed Vendor (Include name, telephone #, and email):

CentralSquare DBA Superion 1-800-727-8088 brittany.berryhill@centralsquare.com

Describe Purchase. What will this purchase do for the Division?

Annual maintenance and support for CIS, land/parcel mgmt, billing, work order mgmt, contact mgmt and all payment processing and system reporting tools Maint Term 1/1/22 - 12/31/22 Renewal Order Q-70344

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Software vendor is propriatary. They manage the database and user interface programs. In addition, we obtain regular updates and upgrades by keeping maintenace contract active.

Total cost for the Sole Source Purchase: \$77,969.31

(Total cost includes shipping & installation (if applicable))

Deitra Johnson

10/12/21

Tamara Richardson 10-12-21

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Deitra Johnson

10/12/21

Requestor Signature (SIGN)

Date

T.G.M.C.
Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 10/14/21 PO#: _____ P-Card Purchase: N/A

Procurement Specialist: Ari Gousterin Sole Source #: 22-051
ANALYST

Insurance Received Date: _____

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year



Renewal Order prepared by:
Brittany Berryhill
brittany.berryhill@centralsquare.com

Renewal Order #: Q-70344
Start Date: January 1, 2022
End Date: December 31, 2022
Billing Frequency: Yearly

Renewal Order prepared for:
Charles Nichols Jr., Asset Manager
Polk County Utilities Division
1011 Jim Keene Blvd.
Winter Haven, FL 33880
863-815-6595

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
AnalyticsNOW Annual Maintenance Fee	1	0.00 USD	4,186.20 USD
Click2Gov CIS Module Annual Maintenance Fee	1	0.00 USD	4,574.80 USD
Click2Gov Core Module Annual Maintenance Fee	1	0.00 USD	1,717.53 USD
Fusion Proprietary Annual Subscription Fee	1	0.00 USD	4,779.68 USD
Modifications Annual Maintenance Fee	1	0.00 USD	900.00 USD
NavilLine Accounts Receivable-Annual Maintenance Fee	1	0.00 USD	4,733.12 USD
NavilLine Cash Receipts-Annual Maintenance Fee	1	0.00 USD	3,039.33 USD
NavilLine Contact Management Annual Maintenance Fee	1	0.00 USD	12,576.79 USD
NavilLine Customer Information System Annual Maintenance Fee	1	0.00 USD	21,613.77 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:
Brittany Berryhill
brittany.berryhill@centralsquare.com

NaviLine Document Management Services Annual Maintenance Fee	1	0.00 USD	1,606.73 USD
NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	0.00 USD	7,131.33 USD
NaviLine User Interface	1	0.00 USD	0.00 USD
NaviLine Work Orders/Facility Management Annual Maintenance Fee	1	0.00 USD	8,595.58 USD
OnePoint Point-of-Sale Annual Maintenance Fee	1	0.00 USD	2,514.45 USD
Renewal Order Total:			77,969.31 USD

Billing Information

Fees will be payable within 30 days of invoicing.

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

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

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

MORE INFORMATION AT CENTRALSQUARE.COM



**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 10/13/2021

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Fire Rescue

Proposed Vendor (include name, telephone #, and email):

Teleflex, LLC, 3015 Carrington Mill Blvd., Morrisville, NC 27560; 813-210-0233; Staci Walton,
Staci.Walton@Teleflex.com

Describe Purchase. What will this purchase do for the Division?

The purchase will provide replacement EZ-IO Power Drivers and IO Needles to the PCFR ALS apparatus and city ALS engines. They are used for back up vascular access when IV attempts fail in emergency scenarios.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

The EZ-IO Power Drivers and needles are currently used by all of PCFR Rescue Crews and ALS Engines, as well as city ALS Engines. The power drivers can only use the EZ-IO Needles. Teleflex, LLC is the only authorized distributor of EZ-IO System products. This was previously procured with SS 21-167 in FY20/21.

Total cost for the Sole Source Purchase: \$200,000

(Total cost includes shipping & installation (if applicable))

Mary W. Combee

Requestor Name (PRINT)

10/13/2021

Date

[Signature]
Signature of Division Director

Date

Mary W. Combee
Requestor Signature (SIGN)

10/13/2021

Date

[Signature]
Signature of Procurement Director/Designee

10/14/21
Date

PROCUREMENT USE ONLY

Date Received: 10/18/21

PO#: 22-A-100017

P-Card Purchase: _____

Procurement Specialist: B. Howard

Sole Source #: 22-057

Insurance Received Date: 10/18/2021

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.

22201388 @ \$55,232 & 122102384 @ \$7,260;



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WEEK

Special Price Agreement

Contract No. 50148738
Account No. 1185708
Polk County

Page
1 of 3

Polk County - Public Safety
PO Box 1458
BARTOW FL 33830-6729
USA

Contract Type		Notification Type	Replacement for	Printed on	Contract Dates			
Direct		Renewed	50111568	10/13/2021	04/01/2021-03/31/2022			
<p><i>Teleflex, LLC pleased to inform you that we have renewed this special pricing agreement for purchases made directly through Teleflex LLC. This agreed to pricing is available for the facilities listed.</i></p> <p><i>This documentation provides a complete record of pricing and effective dates that Teleflex LLC will honor for the items covered in this agreement. This agreement does not mandate a specific purchase requirement; however, participation level may affect its continuation or renewal.</i></p> <p><i>Typographical errors are subject to correction.</i></p> <p><i>In addition to the terms contained in this agreement, Teleflex LLC Standard Terms and Conditions ("Terms and Conditions") will apply and are incorporated herein by reference. Copies of the Terms and Conditions are available on the Teleflex LLC website (www.Teleflex.com). They may also be requested by contacting the Strategic Pricing and Contracts Management department by email at ContractServices@teleflex.com. The Terms and Conditions shall take precedence over any terms and conditions set forth in a purchase order or other document presented by you in connection with the purchase of products hereunder.</i></p>								
Additional Comments								
Material	Brand	Material Description	Units	SUoM	Qty/SUoM	Price USD	Valid From	Valid To
9001-VC-005	Arrow	EZ-IO 25MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	555.00	04/01/2021	03/31/2022
9001P-VC-005	Arrow	EZ-IO 25MM NEEDLE SET + STABILIZER(BOX O	1	BX	5EA/BX	665.00	04/01/2021	03/31/2022
9018-VC-005	Arrow	EZ-IO 15MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	555.00	04/01/2021	03/31/2022
9018P-VC-005	Arrow	EZ-IO 15MM NEEDLE SET + STABILIZER(BOX O	1	BX	5EA/BX	665.00	04/01/2021	03/31/2022
9058	Arrow	EZ-IO POWER DRIVER	1	EA		303.00	04/01/2021	10/12/2021
9058	Arrow	EZ-IO POWER DRIVER	1	EA		100.00	10/13/2021	03/31/2022
9059	Arrow	EZ-IO TRAINING POWER DRIVER	1	EA		143.00	04/01/2021	03/31/2022
9065	Arrow	EZ-IO POWER DRIVER VASCULAR ACCESS PACK	1	EA		29.12	04/01/2021	03/31/2022
9066-VC-005	Arrow	EZ-STABILIZER(BOX OF 5)	1	BX	5EA/BX	50.00	04/01/2021	03/31/2022
9079-VC-005	Arrow	EZ-IO 45MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	555.00	04/01/2021	03/31/2022

Teleflex LLC

3015 Carrington Mill Blvd Morrisville, NC 27560

Tel: (919) 544-8000 Fax: (919) 433-4995 Email: contractservices@teleflex.com www.teleflex.com

Special Price Agreement

Contract No. 50148738

Account No. 1185708

Polk County

Page

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Material	Brand	Material Description	Units	SUoM	Qty/SUoM	Price USD	Valid From	Valid To
9079P-VC-005	Arrow	EZ-IO 45MM NEEDLE SET + STABILIZER(BOX O	1	BX	5EA/BX	665.00	04/01/2021	03/31/2022

Teleflex LLC

3015 Carrington Mill Blvd Morrisville, NC 27560

Tel: (919) 544-8000 Fax: (919) 433-4995 Email:contractservices@teleflex.com www.teleflex.com



ARCH
SIST
MURPHY/BO
LAK
FIS
RUBIN
URLOFF
WICK

Special Price Agreement

Contract No. 50148738

Account No. 1185708

Polk County

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Polk County - Public Safety
PO Box 1458
BARTOW FL 33830-6729
USA

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates
Direct	Renewed	50111568	10/13/2021	04/01/2021-03/31/2022
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Additional Comments				
Customer No.	Customer Name	Customer Address	Valid From	Valid To
1185708	Polk County - Public Safety	PO Box 1458 / Bartow FL 33830-6729	04/01/2021	03/31/2022

Teleflex LLC

3015 Carrington Mill Blvd Morrisville, NC 27560

Tel: (919) 544-8000 Fax: (919) 433-4995 Email: contractservices@teleflex.com www.teleflex.com



July 12, 2021

Teleflex

3015 Carrington Mill Blvd.
Morrisville, NC 27560
USA

Phone: 866-246-6990
Fax: 866-804-9881

teleflex.com

RE: Teleflex LLC—Sole Source for the Arrow® EZ-IO® Intraosseous Vascular Access System

Dear Valued Customer:

Thank you for your interest in the Arrow® EZ-IO® System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components. The EZ-IO® System is currently the only battery-operated intraosseous vascular access device that may be extended for up to 48-hour dwell time.*

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow® EZ-IO® Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,

Morgan Rankin
Vice President, Sales
Emergency Medicine

*The Arrow EZ-IO® System is Indicated anytime in which vascular access is difficult to obtain in emergent, urgent or medically necessary cases for up to 24 hours. For patients ≥12 years old, the device may be extended for up to 48 hours when alternate intravenous access is not available or reliably established.

Teleflex, the Teleflex logo, Arrow and EZ-IO are trademarks or registered trademarks of Teleflex Incorporated or its affiliates. All other trademarks are trademarks of their respective owners. © 2021 Teleflex Incorporated. All rights reserved. MC-000864rev10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2021

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE: A/C No. Ext.: E-MAIL: ADDRESS:	FAX: A/C No.:
CN101218835 - Prod-21-22	GAWU	
INSURED Teleflex, Inc., Teleflex, LLC, and all subsidiaries 550 E. Swedesford Road, Suite 400 Wayne, PA 19087	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co. Of America INSURER B: Farmington Casualty Company INSURER C: The Travelers Indemnity Company INSURER D: Columbia Casualty Company INSURER E: INSURER F:	NAIC # 25674 41483 25658 31127

COVERAGES **CERTIFICATE NUMBER:** CLE-008489468-08 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TJGLSA2J70615421	09/01/2021	09/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP: \$1,000 SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY COLL: \$1,000		TJCAP2J7061651L21	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		EX-6S790961	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	UBBN3139892151K (AOS) UBBN3113332151R (Retro)	09/01/2021 09/01/2021	09/01/2022 09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Primary Product Liability / Clinical Trials		ADT2091141649	09/01/2021	09/01/2022	Each Claim 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Polk County, a political subdivision of the State of Florida are included as Additional Insureds on General Liability for all work performed for Polk County as required per written contract, subject to policy terms, conditions, and exclusions. Waiver of Subrogation on General Liability in favor of certificate holder as respects liability arising out of Named Insured's operations performed for them on referenced project if required by written contract, subject to the policy terms, exclusions, and conditions.

CERTIFICATE HOLDER

Polk County,
a political subdivision of the State of Florida
330 West Church Street, Room 150
Bartow, FL 33831

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.



ARROW
BARD
BUCHANAN
LMA
PILGRIM
RUSCH
URCLIFT
WEICK

Special Price Agreement

Contract No. 50181643

Account No. 1185708

Polk County

Page

1 of 2

Polk County - Public Safety
PO Box 1458
BARTOW FL 33830-6729
USA

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates
Direct	Renewed	50148738	04/18/2022	04/01/2022-03/31/2023
<p>Teleflex, LLC pleased to inform you that we have renewed this special pricing agreement for purchases made directly through Teleflex LLC. This agreed to pricing is available for the facilities listed.</p> <p>This documentation provides a complete record of pricing and effective dates that Teleflex LLC will honor for the items covered in this agreement. This agreement does not mandate a specific purchase requirement; however, participation level may affect its continuation or renewal.</p> <p>Typographical errors are subject to correction.</p> <p>In addition to the terms contained in this agreement, Teleflex LLC Standard Terms and Conditions ("Terms and Conditions") will apply and are incorporated herein by reference. Copies of the Terms and Conditions are available on the Teleflex LLC website (www.Teleflex.com). They may also be requested by contacting the Strategic Pricing and Contracts Management department by email at ContractServices@teleflex.com. The Terms and Conditions shall take precedence over any terms and conditions set forth in a purchase order or other document presented by you in connection with the purchase of products hereunder.</p>				
Additional Comments				

Material	Brand	Material Description	Units	SUoM	Qty/SUoM	Price USD	Valid From	Valid To
9001-VC-005	Arrow	EZ-IO 25MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	555.00	04/01/2022	03/31/2023
9001P-VC-005	Arrow	EZ-IO 25MM NEEDLE SET + STABILIZER(BOX O	1	BX	5EA/BX	665.00	04/01/2022	03/31/2023
9018-VC-005	Arrow	EZ-IO 15MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	555.00	04/01/2022	03/31/2023
9018P-VC-005	Arrow	EZ-IO 15MM NEEDLE SET + STABILIZER(BOX O	1	BX	5EA/BX	665.00	04/01/2022	03/31/2023
9058	Arrow	EZ-IO POWER DRIVER	1	EA		100.00	04/01/2022	03/31/2023
9059	Arrow	EZ-IO TRAINING POWER DRIVER	1	EA		143.00	04/01/2022	03/31/2023
9065	Arrow	EZ-IO POWER DRIVER VASCULAR ACCESS PACK	1	EA		29.12	04/01/2022	03/31/2023
9066-VC-005	Arrow	EZ-STABILIZER(BOX OF 5)	1	BX	5EA/BX	50.00	04/01/2022	03/31/2023
9079-VC-005	Arrow	EZ-IO 45MM NEEDLE (BOX OF 5)	1	BX	5EA/BX	555.00	04/01/2022	03/31/2023
9079P-VC-005	Arrow	EZ-IO 45MM NEEDLE SET + STABILIZER(BOX O	1	BX	5EA/BX	665.00	04/01/2022	03/31/2023

Teleflex LLC

3015 Carrington Mill Blvd Morrisville, NC 27560

Tel: (919) 544-8000 Fax: (919) 433-4995 Email:contractservices@teleflex.com www.teleflex.com



ARROW
CORP
HUDSON RCT
LMA
Pillager
RUSCH
URO-LIFT
WEICK

Special Price Agreement

Contract No. 50181643
Account No. 1185708
Polk County

Page
2 of 2

Polk County - Public Safety
PO Box 1458
BARTOW FL 33830-6729
USA

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates
Direct	Renewed	50148738	04/18/2022	04/01/2022-03/31/2023
<p>Teleflex, LLC pleased to inform you that we have renewed this special pricing agreement for purchases made directly through Teleflex LLC. This agreed to pricing is available for the facilities listed.</p> <p>This documentation provides a complete record of pricing and effective dates that Teleflex LLC will honor for the items covered in this agreement. This agreement does not mandate a specific purchase requirement; however, participation level may affect its continuation or renewal.</p> <p>Typographical errors are subject to correction.</p> <p>In addition to the terms contained in this agreement, Teleflex LLC Standard Terms and Conditions ("Terms and Conditions") will apply and are incorporated herein by reference. Copies of the Terms and Conditions are available on the Teleflex LLC website (www.Teleflex.com). They may also be requested by contacting the Strategic Pricing and Contracts Management department by email at ContractServices@teleflex.com. The Terms and Conditions shall take precedence over any terms and conditions set forth in a purchase order or other document presented by you in connection with the purchase of products hereunder.</p>				
Additional Comments				
Customer No.	Customer Name	Customer Address	Valid From	Valid To
1185708	Polk County - Public Safety	PO Box 1458 / Bartow FL 33830-6729	04/01/2022	03/31/2023



POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 12/20/2021

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Information Technology

Proposed Vendor (Include name, telephone #, and email):

Environmental Systems Research Institute, Inc (Esri)
380 New York Street,
Redlands, CA 92373-8100
(909)793-2853 service@esri.com

Describe Purchase. What will this purchase do for the Division?

This request is for the renewal of the maintenance contract and user licenses that we have with ESRI to support our current GIS platform

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Esri is the foundation system that runs the Geographic Information System (GIS) for the county. This system provides mapping services and analytics to every department and all citizens of Polk County. No other vendor can legally perform maintenance on ESRI's products

Total cost for the Sole Source Purchase: \$146,083.30

(Total cost includes shipping & installation (if applicable))

Grant Ewert	12/20/2021		
Requestor Name (PRINT)	Date	Signature of Division Director	Date
	12/20/21		
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 1/4/22 **PO#:** _____ **P-Card Purchase:** _____

Procurement Specialist: Michael Cuzman **Sole Source #:** 22-197

Insurance Received Date: _____

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 12/02/2021
To: Duane Yazzie
Organization: Polk County a Political Subdivision of
the State of Florida
Fax #: 863-534-7599 **Phone #:** 863-534-7516

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2258
Email: TISAACS@ESRI.COM

Number of pages transmitted
(including this cover sheet): 8

Quotation #26054592
Document Date: 12/02/2021

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York St
Redlands, CA 92373
Phone: 888-377-4575/2258
Fax #: 909-307-3083

Quotation

Date: 12/02/2021**Quotation Number:** 26054592

Polk County a Political Subdivision
the State of Florida
PO Box 9005
Bartow FL 33831-9005
Attn: Duane Yazzie

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 16715

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	2	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	3,000.00	6,000.00
1010	12	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	1,200.00	14,400.00
2010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	700.00	700.00
3010	1	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	500.00	500.00
4010	1	87232	500.00	500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Trina Isaacs**Ext:** 2258

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York St
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/02/2021

Quotation Number: 26054592

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023		
5010	2	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	200.00	400.00
6010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	500.00	500.00
7010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	500.00	500.00
8010	3	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	400.00	1,200.00
9010	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	1,000.00	1,000.00
10010	20	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	300.00	6,000.00
11010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	500.00	500.00
12010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	500.00	500.00
13010	2	100572	200.00	400.00

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Fax #: 909-307-3083

Quotation

Page 3

Date: 12/02/2021

Quotation Number: 26054592

Item	Qty	Material#		Unit Price	Extended Price
			ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 03/03/2022 End Date: 03/02/2023		
14010	20	114511	ArcPad Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	250.00	5,000.00
15010	9	153147	ArcGIS Online Viewer (Formerly Named User Level 1) Term License Start Date: 03/03/2022 End Date: 03/02/2023	100.00	900.00
16010	11	153148	ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 03/03/2022 End Date: 03/02/2023	500.00	5,500.00
17010	6	154252	ArcGIS Enterprise Creator (Formerly Named User Level 2) Term License Start Date: 03/03/2022 End Date: 03/02/2023	500.00	3,000.00
18010	1	154421	Esri Redistricting (USA Only) for ArcGIS Online Term License Start Date: 03/03/2022 End Date: 03/02/2023	4,500.00	4,500.00
19010	2	157024	ArcGIS Developer Enterprise Annual Subscription Start Date: 03/03/2022 End Date: 03/02/2023	4,300.00	8,600.00
20010	4	157501	State and Local Public Safety Named User Program ArcGIS Online Creator (Formerly Level 2 Named User) in Surge Environment Term License Start Date: 06/10/2022 End Date: 03/02/2023	546.58	2,186.30
21010	2	161326	ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	10,000.00	20,000.00

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Quotation

Page 4

Date: 12/02/2021

Quotation Number: 26054592

Item	Qty	Material#	Unit Price	Extended Price
22010	2	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	5,000.00	10,000.00
23010	1	161334 ArcGIS GeoAnalytics Server Up to Four Cores Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	5,000.00	5,000.00
24010	2	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	5,000.00	10,000.00
25010	1	161429 ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	5,000.00	5,000.00
26010	1	161430 ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	2,500.00	2,500.00
27010	1	161433 ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	2,500.00	2,500.00
28010	1	161435 ArcGIS Image Server Up to Four Cores Staging Server Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	2,500.00	2,500.00
29010	1	162037 ArcGIS Monitor for ArcGIS Server Up to Four Cores Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	2,500.00	2,500.00
30010	24	162039 ArcGIS Monitor for ArcGIS Server Additional Core Maintenance Start Date: 03/03/2022 End Date: 03/02/2023	125.00	3,000.00

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Quotation

Page 5

Date: 12/02/2021

Quotation Number: 26054592

Item	Qty	Material#	Unit Price	Extended Price
31010	58	166894	350.00	20,300.00
ArcGIS Enterprise Field Worker Term License				
Start Date: 03/03/2022				
End Date: 03/02/2023				

Item Subtotal	146,086.30
Estimated Tax	0.00
Total	USD 146,086.30

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Fax #: 909-307-3083

Quotation

Page 6

Date: 12/02/2021

Quotation Number: 26054592

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

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380 New York St
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Page 7

Date: 12/02/2021 **Quotation No:** 26054592 **Customer No:** 16715

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 1/12/2022

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Utilities

Proposed Vendor (Include name, telephone #, and email):

FLUID CONTROL SPECIALTIES INC, 407-302-5611, andrew.whritenour@fc-spec.com

Describe Purchase. What will this purchase do for the Division?

Purchase will provide maintenance, repair, and purchase of Rotork actuators with SCADA communication at the NE wastewater treatment plant and Imperial Lakes water plant.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Please see attachments.

Total cost for the Sole Source Purchase: est. \$175,000 yearly 01/20/22 through 12/31/22
(Total cost includes shipping & installation (if applicable) FY22 - FY23)

James Robinson

Requestor Name (PRINT)

Date

Tamara Richards

Signature of Division Director

1-13-22

Date

James Robinson

Requestor Signature (SIGN)

1-13-22

Date

Signature of Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 01/18/2022 PO#: 22202191 P-Card Purchase: N/A

Procurement Specialist: Ari Goldstein Sole Source #: 22-224

Insurance Received Date: 01/18/2022

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year



January 3, 2022

Attn: To whom it may concern

Subject: Sole Source Representative 2021

To whom it may concern,

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 247 2304
fax: +1 585 247 2308
www.rotork.com

Rotork Controls, Inc. is the sole manufacturer of Rotork products and associated equipment. Fluid Control Specialties, Inc. located in Sanford, Florida is the sole and exclusive Municipal representative for Rotork actuators within the state of Florida, including all counties east of Rt. 231. Counties excluded are Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, and Gulf.

No other representative can sell products; provide OEM replacement parts, maintenance, repair services, field services and technical support for Rotork Controls, Inc. within the state of Florida excluding the counties identified above.

Products will be deemed out of warranty if any ancillary equipment associated with the installation of said products is done by anyone other than the aforementioned representative
Your contact for Fluid Control Specialties, Inc. is:

Robert Whritenour
111 Maritime Drive
Sanford, Florida 32771
Office: 407.302.5611
Fax: 407.302.5612
Email: robert.whritenour@fc-spec.com

If you have questions regarding this issue, please contact me at (904)334-0614

Sincerely,

Joseph Libasci

Joe Libasci
Area Sales Manager - Florida

FLUID CONTROL SPECIALTIES, INC.
Phone (409) 302-5611 / Fax (407) 302-5612
111 Maritime Dr. / Sanford, FL 32771

SITE SERVICE TO: Polk County Board Of County Commissioners
330 West Church Street, Room 150 Bartow, FL 33830

Service Rates in Effect For Polk County From 1/20/22 until 12/31/22.

Preventative Maintenance

Site Survey \$176.00/hr.

Fluid Control Specialties Training
(8) Minimum per Class No Fee

Site Start-Up

Actuator (included 2 yrs. Warranty from Start-Up) \$394.00 per Actuator

Labor Rates

EMERGENCY HOURLY RATE:	Monday-Friday (up to 8 hours)	
Response Time:	Service visits within 24-72 hours	\$377.00/hr.
Non-Emergency Hourly Rate	Monday-Friday (up to 8 hours)	
Response Time:	Service visits within 1-2 weeks	\$234/hr.
Monday-Friday OT		\$351/hr
Weekends/Holiday OT		\$351/hr

*Replacement parts to be billed separately from labor, Cost plus 10%.

A copy of the invoice for all parts will be included with the invoice from Fluid Control to be reimbursed at cost plus 10%.

All invoices for labor will include time sheets with the date of service, time service begins and ends.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

12/27/2021

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

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

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Hanover American Insurance Company A, XV 36064

INSURER B: Massachusetts Bay Insurance Company A, XV 22306

INSURER C: The Hanover Insurance Company A, XV 22292

INSURER D: Citizens Insurance Company of America A, XV 31534

INSURER E:

INSURER F:

INSURED
1484349 FLUID CONTROL SPECIALTIES, LLC
111 MARITIME DRIVE
SANFORD FL 32771

COVERAGES

CERTIFICATE NUMBER: 17420049

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	Y	ZZXA405619	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/>	CONTRACTUAL LIAB						MED EXP (Any one person)	\$ 10,000		
	<input checked="" type="checkbox"/>	XCU COVERAGE INCL						PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000		
	<input checked="" type="checkbox"/>	POLICY						<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC
	OTHER:								\$		
B	AUTOMOBILE LIABILITY		Y	N	ADXA395077	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXXX		
	<input type="checkbox"/>	OWNED AUTOS ONLY						<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$ XXXXXXXX
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY						<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
											\$ XXXXXXXX
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	N	N	UHXA405621	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED		RETENTION \$							\$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	Y	WBXD969520	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Polk County, a political subdivision of the State of Florida is listed as an additional insured in regards to the General and Auto Liability if required by written contract. Waiver of subrogation in favor of Polk County in regards to General Liability and Worker's Compensation, by written contract. For all work performed for the County.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17420049

Polk County,
a political subdivision of the State of Florida
330 W Church St, Rm 150
Bartow FL 33830

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: ZZXA405619

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization as required by written contract executed prior to loss.	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: ZZXA405619

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE
PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract executed prior to loss.	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ZZXA405619

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
1.	Non-owned Watercraft	51 ft.
2.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
3.	Unintentional Failure to Disclose Hazards	Included
4.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
 - (2) Premises you own, rent, lease or occupy; or
 - (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.
- We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.

a. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV –**

COMMERCIAL GENERAL LIABILITY

CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV –**

COMMERCIAL GENERAL LIABILITY

CONDITIONS:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Paragraph 2. Exclusions,

subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV –**

COMMERCIAL GENERAL LIABILITY

CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV –**

COMMERCIAL GENERAL LIABILITY

CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WBXD969520

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND /OR ORGANIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.



POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: March 14th 2022

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Waste & Recycling

Proposed Vendor (include name, telephone #, and email):

Mettler-Toledo LLC; 1900 Polaris Parkway, Columbus, OH 43240-4035; Leon Londono 613-731-5516;
leon.londono@mt.com

Describe Purchase. What will this purchase do for the Division?

Repair and upgrade of vehicle weight scales at the North entrance of the North Central Landfill (formerly Wheel-a-brator). Scales are Mettler-Toledo brand and require Mettler-Toledo authorized repairs for certification.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Vehicle weight scales were last used by Wheel-a-brator in 2018. To obtain State of Florida scale certification these scales must be PM'd and one scale requires upgrades to be utilized by W&R North Central Transfer Station.

Total cost for the Sole Source Purchase: \$49,165.80 \$61,505.30 4/26/22
(Total cost includes shipping & installation (if applicable))

Brian Cogswell

3/14/2022

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 3/14/22

PO#:

P-Card Purchase:

Procurement Specialist: Michael Goussier

Sole Source #:

22-348

Insurance Received Date:

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.

Print Date 04/26/2022
Customer 300423836
Page 1 of 5

Mettler Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322202395

Polk County
Waste & Recycling Division
Brian Cogswell
10 Environmental Loop
Winter Haven, FL 33880-1072

Send your PO to
MTOrderUS@mt.com

Sales Representative
Mr. Leon Londono
Mobile +1 (813) 731 5516
E-Mail leon.londono@mt.com

Dear Brian Cogswell,

Thank you for choosing METTLER TOLEDO. As a world-leading manufacturer of high precision products, our goal is to make measurement as simple as possible. In addition, METTLER TOLEDO provides a wide range of products designed to help users save time and money, as well as improve accuracy and reliability.

METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. For METTLER TOLEDO, our solutions represent a valuable combination of performance, accuracy and precision. In addition, our field service organization is comprised of factory-certified technicians who are trained to meet high quality standards. You can also log on to www.mt.com for up-to-date application and operation details.

We are pleased to send you our quote and are certain this solution will meet your needs and expectations. Please do not hesitate to contact us with any further questions.

Thank you for your business.

Leon Londono
Service Sales Representative

METTLER TOLEDO

Print Date: 04/25/2022
Customer: 300423938
Page: 2 of 6



Mettler-Toledo, LLC

Address: 1800 Polaris Parkway
Columbus, OH 43240-4035
Phone: (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322202395

Sold-To / 300423938

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Customer Contact

Name: Brian Cogswell
Phone: +1 (863) 284 4319 221
Fax: +1 (863) 284 4321
E-Mail: brian.cogswell@polk-county.net

Ship-To / 300423938

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Bill-To / 300423938

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Item	Description	Product ID	Qty	Unit	Total USD
20	Cover Plate 7560CD Ctr Mid 8R10 Blv Approx. lead time excluding transport: 4 working days, shipping from: Columbus (Ohio, US) Commodity Code: B423908000 Country of Origin: US	61036898	3	EA	3,690.00
30	Cover Plate 7560CD Ctr End 8R10 Blv Approx. lead time excluding transport: 4 working days, shipping from: Columbus (Ohio, US) Commodity Code: B423908000 Country of Origin: US	61036897	2	EA	2,480.00
40	SCR 1/2-13UNCx2.60 HMC5 CS GR8 Zn Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: 7318158068 Country of Origin: US	68004971	10	EA	163.00
50	Washer .60x1.0d Plain Ss Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: 7318220000 Country of Origin: US	68004067	10	EA	67.50
60	Insert 7560 Cvr Pfl 1.75 Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: B423908000 Country of Origin: US	69034067	20	EA	2,940.00
70	Cable HR PDX 30 Meters Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: 8544428080 Country of Origin: US	61044732	1	EA	682.00

Order Handling Charge	18.00
Product Sub-Total	10,020.50

METTLER TOLEDO

Print Date 04/26/2022
Customer 300423936
Page 3 of 5

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322202395

Services

Item	Service Description	Qty	Unit	Total USD
80	Refurbish OnSite EA Products being serviced Truck Scale Analog 3-4M	1	EA	2,321.00
	Delivery : On-site		Documentation : Service Report	
	Test : Operational confirmation		Service : Business Support Service	
	Value : Performance			

Bring Equipment Back to Life
Reverse Equipment Age, Wear and Damage
Refurbishing your equipment increases the lifetime and improves return on investment, while decreasing maintenance time and expense.
This service provides:
Visual inspection of current equipment status, identification of component improvements, and returning equipment to optimal working performance.
For more Details:
www.mt.com/Service

Service Sub-Total	2,321.00
Total excl. tax	12,341.50

METTLER TOLEDO

Print Date 04/25/2022
Customer 300423936
Page 4 of 5

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322202395

Summary of line items

Item	Product ID	Description	Qty	Unit	Total USD
20	81036898	Cover Plate 7560CD Clr Mid 8F10 Giv	3	EA	3,890.00
30	81036897	Cover Plate 7560CD Clr End 8F10 Giv	2	EA	2,460.00
40	88004371	SCR 1/2-13UNCx2.50 HHCS CS 6R8 Zn	10	EA	163.00
50	88004067	Washer .50x1.0d Plain Ss	10	EA	67.50
60	69034097	Insert 7560 Cvr P# 1.75	20	EA	2,940.00
70	61044792	Cable HR PDX 30 Meters	1	EA	682.00

Order Handling Charge 18.00

Product Sub-Total 10,020.50

Services

80	S39905017	Refurbish OnSite EA Products being serviced:30071283	1	EA	2,321.00
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Service Sub-Total 2,321.00

Total excl. tax 12,341.50

METTLER TOLEDO



POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: March 14th 2022

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Waste & Recycling

Proposed Vendor (Include name, telephone #, and email):

Mettlar-Toledo LLC; 1900 Polaris Parkway, Columbus, OH 43240-4035; Leon Londono 813-731-5516;
leon.londono@mt.com

Describe Purchase. What will this purchase do for the Division?

Repair and upgrade of vehicle weight scales at the North entrance of the North Central Landfill (formally Wheel-a-brator). Scales are Mettler-Toledo brand and require Mettler-Toledo authorized repairs for certification.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

Vehicle weight scales were last used by Wheel-a-brator in 2018. To obtain State of Florida scale certification these scales must be PM'd and one scale requires upgrades to be utilized by W&R North Central Transfer Station.

Total cost for the Sole Source Purchase: \$49,163.80

(Total cost includes shipping & installation (if applicable))

Brian Cogswell

3/14/2022

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 3/14/22

PO#:

P-Card Purchase:

Procurement Specialist: Michael Guerrero

Sole Source #:

Insurance Received Date:

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.

Print Date 03/04/2022
Customer 300423936
Page 1 of 8

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141721

Polk County
Waste & Recycling Division
Terri Phillips
10 Environmental Loop
Winter Haven, FL 33880-1072

Send your PO to
MTOrderUS@mt.com

Sales Representative
Mr. Leon Londono
Mobile +1 (813) 731 5516
E-Mail leon.londono@mt.com

Dear Terri Phillips,

Thank you for choosing METTLER TOLEDO. As a world-leading manufacturer of high precision products, our goal is to make measurement as simple as possible. In addition, METTLER TOLEDO provides a wide range of products designed to help users save time and money, as well as improve accuracy and reliability.

METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. For METTLER TOLEDO, our solutions represent a valuable combination of performance, accuracy and precision. In addition, our field service organization is comprised of factory-certified technicians who are trained to meet high quality standards. You can also log on to www.mt.com for up-to-date application and operation details.

We are pleased to send you our quote and are certain this solution will meet your needs and expectations. Please do not hesitate to contact us with any further questions.

Thank you for your business.

Leon Londono
Service Sales Representative

METTLER TOLEDO

Print Date 03/04/2022
Customer 300423936
Page 2 of 8



Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141721

Sold-To / 300423936

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Customer Contact

Name Terri Phillips
Phone +1 (863) 284 4319 237
Fax +1 (863) 284 4321
E-Mail terriphillips@polk-county.net

Ship-To / 300423936

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Bill-To / 300423936

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Item	Description	Product ID	Qty	Unit	Total USD
10	Vehicle Scale Kit VKRP211 10 50T U Approx. lead time excluding transport: 8 working days, shipping from: Columbus (Ohio, US) Commodity Code: 9031808085 Country of Origin: CN	30595555	1	EA	17,140.00
20	Cable HR PDX 30 Meters Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: 8544429090 Country of Origin: US	61044732	1	EA	682.00
30	Lightning Kit 120V, 1 HR CBL, LTE14LC Approx. lead time excluding transport: 1 working day, shipping from: Columbus (Ohio, US) Commodity Code: 8535400000 Country of Origin: US	88004275	1	EA	1,000.00



Address 1900 Polaris Parkway
 Columbus, OH 43240-4035
 Phone (800) METTLER
 (800) 638-8537

www.mt.com

Quotation 322141721

Item	Description	Product ID	Qty	Unit	Total USD
40	Weighing Terminal IND780 IND780 Configured SCK: 78J6000A0E00A00 Approx. lead time excluding transport: working days, shipping from: Worthington (Ohio, US) Commodity Code: 8423909000 Country of Origin: US Base Model: IND780 Harsh, Color LCD Interfaces 1 (SLOT 1): Powercell PDX Interfaces 2 (SLOT 2): No Option Interfaces 3 (SLOT 3): No Option Interfaces 4 (SLOT 4): No Option Communication 1 (Slot 5): 1 Serial (RS232/422/485) Communication 2 (Slot 6): No Option Connectivity: EtherNet/IP - Modbus TCP Application Pac / Module: None/None Power Option: 120VAC, North American Plug Market Option: Standard	64087983	1	EA	6,078.90

Scale : X-Base;POWERCELL PDX;Analog;IDNet;Powercell
 Application Software : Batching;QI;Remote

Communication : USB;RS232;Ethernet TCP/IP
 Communication (Optional) : PROFIBUS
 DP;PROFINET;DeviceNet;Allen-Bradley RIO;EtherNet/IP;Discrete
 I/O;ControlNet

Mounting Flexibility : Panel;Wall;Column;Desk

Voltage : AC Version

High Performance Weighing

SmartTrac Shows It All

Enhanced graphical display providing improved process visualization for material transfer or over/under weighing to increase productivity and quality.

Multi-channel Concurrent Weighing

Concurrent measurement channels in one terminal and fast A/D performance at 386 Hz promote hardware cost savings at increased throughput and accuracy.

Embedded Maintenance Technician

Embedded diagnostic tools help avoid costly unscheduled breakdowns and quality defects by predicting failures and maintaining calibration compliance.



For more Details:
www.mt.com/ind780

50	KOP Mounting Bracket Harsh Approx. lead time excluding transport: working days, shipping from: Worthington (Ohio, US) Commodity Code: 8423909000 Country of Origin: CN	71209353	1	EA	96.00
60	Crane	30000051	1	EA	5,620.00

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141721

Item	Description	Product ID	Qty	Unit	Total USD
70	Sandblast and paint	30000051	1	EA	8,935.00
120	Miscellaneous parts	30000051	1	EA	580.00
Order Handling Charge					18.00
Product Sub-Total					40,149.00

Services

Item	Service Description	Qty	Unit	Total USD
80	Upgrade OnSite EA			4,671.00
	Products being serviced			
	Truck Scale Analog 3-4M	1	EA	
	Delivery : On-site or Off-site			
	Value : Uptime & Performance			

We've Got You Covered

Keep Your Repair Budget Under Control

Repair Cover Labor Only covers the labor costs in the event of equipment failure, reducing the risk of unplanned expenses.

This service provides:

Full cover of repair labor costs for on-site, depot and remote helpdesk repair; priority intervention and telephone support.

For more Details:

www.mt.com/Service



Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141721

Services

Item	Service Description	Qty	Unit	Total USD
90	Calibrate Vehicle Standard Products being serviced Truck Scale Analog 3-4M	1	EA	407.00
	Delivery : On-site			Documentation : Vehicle Scale Test Report
	Test : Comprehensive Calibration testing			Service : Calibrate Vehicle Standard
	Value : Compliance			

Complete Scale Assessment

Increase Longevity of Scale System

Calibrate Vehicle Standard is an all inclusive assessment of your vehicle scale system to ensure compliance, accuracy, and reliability.

This service provides:

Testing As-Found and As-Left that Includes Eccentricity, Linearity, and Strain Load;
Final proposal of service recommendations.

For more Details:

www.mt.com/Service



100	Setup Standard Configuration EA Products being serviced Truck Scale Analog 3-4M	1	EA	181.00
	Delivery : On-site			Documentation : Customer Service Report
	Test : Operational performance			Service : Setup Configuration EA
	Value : Performance			

Custom Setup & Configuration

Maximize Performance

Setup Configuration ensures equipment and equipment interconnections are preconfigured to your specific application. Easy and secured startup.

This service provides:

Preparation of equipment in terms of required configuration; testing ensures proper startup in customer environment; documented configuration parameters

For more Details:

www.mt.com/Service



METTLER TOLEDO

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141721

Services

Item	Service Description	Qty	Unit	Total USD
110	Train Initial			91.00
	Products being serviced			
	Truck Scale Analog 3-4M	1	EA	
	Delivery : On-site or Off-site			
	Test : N/A			
	Value : Expertise			
	Documentation : Service Report			
	Service : Train Initial			

Understand Your New Equipment

Ensure User Familiarization

Training upon installation to ensure familiarization of new equipment with instruction on basic operations, functionality and features.

This service provides:

Demonstration of proper usage; discuss limitations of device; address safety concerns and all other usage questions.

For more Details:

www.mt.com/Service



Service Sub-Total	5,350.00
Total excl. tax	45,499.90

METTLER TOLEDO



Address 1900 Polaris Parkway
 Columbus, OH 43240-4035
 Phone (800) METTLER
 (800) 638-8537

www.mt.com

Quotation 322141721

Summary of line items

Item	Product ID	Description	Qty	Unit	Total USD
10	30595555	Vehicle Scale Kit VKRP211 10 50T U	1	EA	17,140.00
20	61044732	Cable HR PDX 30 Meters	1	EA	682.00
30	68004275	Lightning Kit 120V, 1 HR CBL, LTE14LC	1	EA	1,000.00
40	64087983	Weighing Terminal IND780 SCK: 78J6000A0E00A00	1	EA	6,078.90
50	71209353	KOP Mounting Bracket Harsh	1	EA	96.00
60	30000051	Crane	1	EA	6,620.00
70	30000051	Sandblast and paint	1	EA	8,935.00
120	30000051	Miscellaneous parts	1	EA	580.00

Order Handling Charge	18.00
Product Sub-Total	40,149.90

Services

80	S39905016	Upgrade OnSite EA Products being serviced:30071283;	1	EA	4,671.00
90	S39905089	Calibrate Vehicle Standard Products being serviced:30071283;	1	EA	407.00
100	S39905182	Setup Standard Configuration EA Products being serviced:30071283;	1	EA	181.00
110	S39905211	Train Initial Products being serviced:30071283;	1	EA	91.00

Service Sub-Total	5,350.00
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Total excl. tax	45,499.90
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METTLER TOLEDO

Print Date 03/04/2022
Customer 300423936
Page 8 of 8

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141721

Terms and Conditions

Payment Terms
Incoterms 2020
Quotation Valid Until
Ordering Costs
Prices and Taxes
General Conditions

Due 30 Days from Invoice Date

FCA MT Columbus/Worthington

04/03/2022

Shipping charges are not included.

State and local taxes are not included.

This order is exclusively subject to METTLER TOLEDO's standard terms and conditions of sales and service found at www.mt.com/terms which are incorporated herein. METTLER TOLEDO expressly rejects any additional, conflicting or different terms and conditions. MT may require a down payment that is due at order placement and any other payments are due net 30 calendar days from the date of invoice. Prices may be adjusted at the time of performance to include any necessary surcharge(s).

Mettler-Toledo specifically rejects any provision mandating health measures or safety protocols related to COVID-19, including vaccination, on Mettler-Toledo personnel or Mettler-Toledo operations that Mettler-Toledo has not expressly agreed to in writing, with the exception of on-site requirements.

This order is exclusively subject to METTLER TOLEDO's standard terms and conditions of sales and service found at www.mt.com/terms which are incorporated herein. METTLER TOLEDO expressly rejects any additional, conflicting or different terms and conditions.

Return Policy: This order is expressly subject to the METTLER TOLEDO Return Policy, which can be accessed at www.mt.com/legal and is incorporated herein by reference.

Scope of work: (To be performed during regular M-F business hours)

- * Disconnect old load cell cables and J-boxes
- * Pull scale deck out with a crane and flip the steel modules upside down
- * Pull out old load cells, J-boxes and cables.
- * Sandblast and paint scale modules, gap covers and base plates
- * Install VKR 211 PDX upgrade Kit (New receivers, load cells, cables)
- * Re-install and set scale deck back down.
- * Grease load cell receivers
- * Wire and program new load cells and indicator
- * Test entire scale mechanism and report any issues to Polk County
- * Test and calibrate.



Quotation 3

Polk County
Waste & Recycling Division
Terri Phillips
10 Environmental Loop
Winter Haven, FL 33880-1

Dear Terri Phillips,

Thank you for choosing
goal is to make measure
products designed to help

METTLER TOLEDO seeks for
process and business development
as a resource to help specify
your application. For METTLER
accuracy and precision. In addition
who are trained to meet high
and operation details.

We are pleased to send you our
Please do not hesitate to contact

Thank you for your business.

Leon Londono
Service Sales Representative

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Polk County
Waste & Recycling Division
Terri Phillips
10 Environmental Loop
Winter Haven, FL 33880-1072

Send your PO to
MTOrderUS@mt.com

Sales Representative
Mr. Leon Londono
Mobile +1 (813) 731 5516
E-Mail leon.londono@mt.com

Dear Terri Phillips,

Thank you for choosing METTLER TOLEDO. As a world-leading manufacturer of high precision products, our goal is to make measurement as simple as possible. In addition, METTLER TOLEDO provides a wide range of products designed to help users save time and money, as well as improve accuracy and reliability.

METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. For METTLER TOLEDO, our solutions represent a valuable combination of performance, accuracy and precision. In addition, our field service organization is comprised of factory-certified technicians who are trained to meet high quality standards. You can also log on to www.mt.com for up-to-date application and operation details.

We are pleased to send you our quote and are certain this solution will meet your needs and expectations. Please do not hesitate to contact us with any further questions.

Thank you for your business.

Leon Londono
Service Sales Representative



Print Date 03/04/2022
Customer 300423936
Page 2 of 7



Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Sold-To / 300423936

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Customer Contact

Name Terri Phillips
Phone +1 (863) 284 4319 237
Fax +1 (863) 284 4321
E-Mail terriphillips@polk-county.net

Ship-To / 300423936

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Bill-To / 300423936

Polk County
Waste & Recycling Division
10 Environmental Loop
Winter Haven, FL 33880-1072

Item	Description	Product ID	Qty	Unit	Total USD
20	RECEIVER GREASE Approx. lead time excluding transport: same day, shipping from: Columbus (Ohio, US) Commodity Code: 3403990000 Country of Origin: US	68004326	2	EA	94.80
Order Handling Charge					18.00
Product Sub-Total					112.80

Services

Item	Service Description	Qty	Unit	Total USD
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METTLER TOLEDO

Print Date 03/04/2022
Customer 300423836
Page 3 of 7

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Services

Item	Service Description	Qty	Unit	Total USD
10	Maintain Jack & Grease Products being serviced Truck Scale Analog 3-4M	1	EA	2,516.00
	Delivery : On-site			Documentation : Customer Service Report
	Test : Jack & Grease Does Not Include Tests			Service : Maintain Jack & Grease
	Value : Performance			

Maintain Performance

Proactively Maintain Load Cell System

Maintain Jack & Grease proactively maintains & inspects load cell mechanical mounting system to identify issues requiring maintenance.

This service provides:

Detailed inspection of each load cell; recommendations on improving operational or maintenance procedures.

For more Details:

www.mt.com/Service



METTLER TOLEDO



Print Date 03/04/2022
Customer 300423936
Page 4 of 7

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Services

Item	Service Description	Qty	Unit	Total USD
30	Calibrate Vehicle Standard			
	Products being serviced			407.00
	Truck Scale Analog 3-4M	1	EA	
	Delivery : On-site			
	Test : Comprehensive Calibration testing			
	Value : Compliance			
	Documentation : Vehicle Scale Test Report			
	Service : Calibrate Vehicle Standard			

Complete Scale Assessment

Increase Longevity of Scale System

Calibrate Vehicle Standard is an all inclusive assessment of your vehicle scale system to ensure compliance, accuracy, and reliability.

This service provides:

Testing As-Found and As-Left that includes Eccentricity, Linearity, and Strain Load;
Final proposal of service recommendations.

For more Details:

www.mt.com/Service



METTLER TOLEDO

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Services

Item	Service Description	Qty	Unit	Total USD
40	Maintain Power Wash			628.00
	Products being serviced			
	Truck Scale Analog 3-4M	1	EA	
	Delivery : On-site			
	Test : Power Wash Does Not Include Tests			
	Value : Performance			
	Documentation : Customer Service Report			
	Service : Maintain Power Wash			

Ensure Reliable Performance

Keep Your Scale Free of Debris

Maintain Power Wash cleans the vehicle scale to ensure buildup of dirt & debris does not reduce performance of scale or result in component damage.

This service provides:

Removal of dirt and debris; documentation of needed changes in housekeeping procedures; assurance of higher-quality work environment.

For more Details:

www.mt.com/Service



Service Sub-Total	3,551.00
Total excl. tax	3,663.60

Print Date 03/04/2022
Customer 300423936
Page 6 of 7

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Summary of line items

Item	Product ID	Description	Qty	Unit	Total USD
20	68004326	RECEIVER GREASE	2	EA	94.80

Order Handling Charge	18.00
Product Sub-Total	112.80

Services

10	S38905131	Maintain Jack & Grease Products being serviced:30071283;	1	EA	2,516.00
30	S38905089	Calibrate Vehicle Standard Products being serviced:30071283;	1	EA	407.00
40	S38905135	Maintain Power Wash Products being serviced:30071283;	1	EA	628.00

Service Sub-Total	3,551.00
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Total excl. tax	3,663.80
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METTLER TOLEDO

Print Date 03/04/2022
Customer 300423836
Page 7 of 7

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322141725

Terms and Conditions

Payment Terms
Incoterms 2020
Quotation Valid Until
Ordering Costs
Prices and Taxes
General Conditions

Due 30 Days from Invoice Date

FCA MT Columbus/Worthington

04/03/2022

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State and local taxes are not included.

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Return Policy: This order is expressly subject to the METTLER TOLEDO Return Policy, which can be accessed at www.mt.com/legal and is incorporated herein by reference.

Scope of work: (To be performed during regular M-F business hours)

- * Take gap covers out and disconnect load cells
- * Jack up scale and power wash scale deck and foundation area
- * Replace lower load cell receivers as needed (Extra)
- * Lubricate connections with factory specified lubricants
- * Set scale back in place
- * Report any issues to Polk County
- * Thoroughly test and check entire mechanism.
- * Test and calibrate

METTLER TOLEDO



POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 6/9/2022

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Utilities

Proposed Vendor (Include name, telephone #, and email):

American Pipeline Solutions (201-525-0088)
www.americanpipelinesolutions.com

Describe Purchase. What will this purchase do for the Division?

This ice pigging service will clean the 24" sewer force main on County Road 54 with minimal disruption to customers and citizens.
Phase 1

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

This company provides the only ice pigging service in the U.S.

Total cost for the Sole Source Purchase: \$56,582.00
(Total cost includes shipping & installation (if applicable))

Kevin Goolsby

6/9/2022

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 06/14/2022

PO#: 22205354

P-Card Purchase: _____

Procurement Specialist: Ann Gustafson

Sole Source #: 22-513

Insurance Received Date: _____

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2022

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

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

PRODUCER Allwood Forlenza Insurance PO Box 11029 Fairfield NJ 07004		CONTACT NAME: Patricia Quartarolo PHONE: (973) 256-5500 FAX: (973) 882-5601 E-MAIL: ADDRESS:	
INSURED American Pipeline Solutions In 84A Johnson Ave Hackensack NJ 07601-4824		INSURER(S) AFFORDING COVERAGE INSURER A: Axis Insurance INSURER B: Harleysville Group INSURER C: National Liability and Fire INSURER D: Great American INSURER E: INSURER F:	
		NAIC # 37273 23582 20052 154	

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP Y/YR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		EMP21003055-01	07/22/2021	07/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA 0000003633AT	01/24/2022	01/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Extended/Extraordinary \$ 9,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EMX21000830-01	07/22/2021	07/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	V9WC921464	09/28/2021	09/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased or rented Scheduled Contractors Equipment		MAC40947890500	01/24/2022	01/24/2023	\$300,000 Replacement Cost Special Forms

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

Description: Ice Pigging 20,000 LF (approx.) x Various PVC Water Distribution System. Polk County A Political Subdivision of State of Florida, 330 W Church Street, Bartow, FL 33830 are additional insured.

CERTIFICATE HOLDER

Polk County A Political Subdivision of State of Florida 330 W Church Street Bartow FL 33830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ICE PIGGING
AMERICAN PIPELINE SOLUTIONS

84 Johnson Avenue, Suite A
Hackensack, New Jersey 07601-4824
201-525-0088
www.americanpipelinesolutions.com/ice-pigging

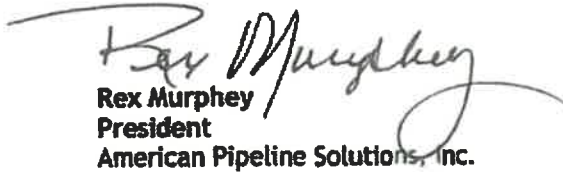
June 1st, 2022

Sole Source Letter

To Whom it May Concern,

This letter serves to provide verification that the Sole Source Provider of the Ice Pigging technology utilized on various types of pipelines in the territory of the United States of America is, American Pipeline Solutions, Inc. (Federal-ID # 83-1502324.) The headquarters of American Pipeline Solutions, Inc. is located at, 84 Johnson Avenue, Suite A, Hackensack, New Jersey, 07601-4824.

Very truly yours,


Rex Murphey
President
American Pipeline Solutions, Inc.

RLM/nec



84 Johnson Avenue, Suite A
Hackensack, New Jersey 07601-4824
201-525-0088
www.americanpipelinesolutions.com

June 16, 2022

Mr. Kevin Goolsby
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL.

Re: Ice Pigging – CR54 24" FM

Our Ref: APS-IP-75

Dear Mr. Goolsby,

Thank you for the opportunity to provide you with pricing for performing ice pigging to remove sedimentation from the sewer force mains at **CR 54**.

The purpose of this letter is to provide you with a conditional price to complete the work.

The conditional pricing is based upon the information that you provided to American Pipeline Solutions, Inc. (APS) and using the assumption that the work will be scheduled to start immediately following our planned work in Sarasota, FL (anticipated to be early August 2022).

The sewer force main is approximately **2,000 LF x 24" PVC/DIP**.

The primary goal of this project is to remove the inorganic buildup and sedimentation that has been deposited within the pipeline.

Based on the data provided, APS estimates this project will take **three full loads** (10-ton capacity) of ice to complete the cleaning of this network.

APS's estimate for the above referenced project is;

\$56,582 and is subject (but not limited) to the following conditions:

1. Project must be scheduled to start in conjunction with other similar APS projects in the region, anticipated to be early August 2022.

2. A pre-construction site meeting or conference call would be desirable to confirm a scope of work and location of ice insertion ports.
3. APS shall produce approximately 2,700 gallons of ice slurry for delivery to the sewer force main each day of work to clean sediments, loose deposits, and biofilms from the main covered under this proposal.
4. Ice pigging procedures are listed in **Addendum A**.
5. Owner agrees that there is considerable expense to produce 2,700 gallons of ice slurry and that the ice slurry cannot be held for more than 12 hours before it becomes unusable. If on a scheduled workday, the Owner cannot isolate the sewer main or does not have the needed personnel, APS shall charge the Owner the Full Daily Rate of \$15,000 per day.
6. APS shall not charge Owner the above-mentioned Daily Rate, if APS cannot perform the complete day's work due to those factors under APS control, i.e., the ice is not in suitable condition, APS cannot provide the necessary labor, equipment failure, etc.
7. Once delivered to the job site, ownership of the ice slurry is transferred to Owner. All ice delivered to and removed from the sewer main, along with the wastes generated from the resulting process shall be the sole property of the Owner. The Owner shall dictate the specific disposal procedures to be employed during the process.
8. Owner agrees to provide the following:
 - a. All potable water necessary to create the ice slurry,
 - b. Secure location to stage the equipment required for ice production,
 - c. Network operators to isolate and re-start lift pumps during the project and to make hose connections to ice insertion ports.
 - d. MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures,
 - e. A tanker truck to haul the wastes where it is not desirable to allow the wastes to enter into another system or treatment works,
 - f. Monitor and control the wet well levels to such an extent as to provide sufficient fluids to allow the lift pumps to be in constant operation until the ice slurry has passed the full length of the pipe being cleaned,
 - g. A complete isolation of the main on each day of operation,
 - h. Suitable ice insertion fittings of 2" or greater with valve control installed at the locations to be determined following a pre-construction site inspection.
9. APS does not make any guarantees that the system pumping performance shall be improved to such an extent of design capacity.

In order to reserve the ice-making apparatus, APS requires a signed contract or purchase order, as soon as possible before other work is booked.

Please contact me with any concerns you may have, I'll be happy to discuss the project in more detail with you.

Yours sincerely,



Paul Treloar

**Regional Head of Business Development
American Pipeline Solutions
Office: 201.525.0088
Cell: 321-417-1162**

**GENERAL TERMS AND CONDITIONS FOR
American Pipeline Solutions, INC. Contracts**

1. Price and Payments:

- A.) Price does not include sales or local taxes where applicable. Tax liability, if applicable, shall be solely the responsibility of the purchaser. If account is tax exempt, a current and valid tax-exempt certificate is required. Note: Price is based on Fuel costs at time of writing and is subject to change based on prices at time of project.
- B.) Final pricing can only come after review of an issued PO or Service contract
- C.) Terms are Net 45 per Florida Statue 218.74(2) (Florida Prompt Pay Act).
- D.) Past due invoices not paid 30 days after the due date bear interest at 1 percent per month on the unpaid balance (F.S. 218.74(4)).
- E.) This quote is provided based on APS's present insurance coverage. If additional insurance is required, then the cost to obtain increased coverage will be added to this quote.
- F.) All stated prices and terms will remain in effect 90 days from date of this proposal;
- G.) No funds shall be withheld as retainage as American Pipeline Solutions, Inc. is performing a service only project;
- H.) In the event there is a requirement to be a member of any third-party compliance group or consortium other than those APS already is a member, in order to work with and for your company; the cost of said registration and/or any other fees associated with same will be added to this proposal.

2. APS will not be responsible for any charges, claims, or demands due to any alleged neglect or default on our part unless written notice thereof shall have been delivered to us within ten (10) days after the alleged occurrence or said neglect or default. We shall not be responsible for any charges for work performed, or materials furnished, unless ordered in writing and receipt thereof acknowledged by our authorized representative.

**Any and all prequalification, vendor set up, safety, compliance, contract, and/or insurance matters
are to be addressed directly to our Compliance office to the attention of;**

**Nancy Cheval at nancy@americapipe.com
Direct line telephone: 201-525-0557**



Addendum A –

Responsibility		Ice Making Procedure
Owner	1.	The ice delivery unit and ice making unit shall be staged in a suitable level area, preferably a fenced area at a water treatment plant or other facility. The facility needs access to potable water, preferably a hydrant.
APS	2.	The hoses and fittings connecting the ice maker and delivery unit shall be disinfected and connected. This connection makes a closed loop system between the ice maker and delivery unit.
APS	3.	Approximately 2,700 gallons of potable water shall be added to the delivery tank, along with approximately 1100lbs of NSF-60 Certified Sodium Chloride.
APS	5.	The PLC controlling the ice making process shall be started and allowed to run overnight. APS shall monitor the procedure overnight via periodic visits or remote monitoring.
APS	6.	After completion of the ice making process, a small amount of ice shall be tested to determine the ice fraction. If the ice fraction is below the project's requirement, the ice making process shall continue.
APS	7.	Once the ice fraction is in accordance with the project's requirement, then the ice maker shall be shut off and disconnected. The ice contained in the delivery unit shall be delivered to the job site.

Responsibility		On-Site Delivery Actions
Owner	1.	Owner shall setup and maintain MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures.
APS	2.	The ice pigging delivery unit shall be parked near the appropriate insertion point. <ul style="list-style-type: none"> • Hoses shall be setup from the delivery unit to the insertion point. • The hoses shall be connected to the insertion point by operators provided by the Owner.
Owner	3.	The lift pumps shall be isolated.
APS	4.	The entrance insertion point valve shall be opened and the ice slurry pumped into the water main.
APS	5.	Once the proper amount of ice slurry has been delivered, the insertion point valve shall be closed.
Owner	6.	IMMEDIATELY, the lift pumps shall be operated to supply the needed pressure to push the ice pig through the main.
APS	7.	The force main shall be considered as returned to full service.

Addendum B – Run Schedule

TBC



POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 4/13/2022

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Information Technology

Proposed Vendor (Include name, telephone #, and email):

Environmental Systems Research Institute, Inc (ESRI)
380 New York Street,
Redlands, CA 92373-8100
(909) 793-2853 service@esri.com

Describe Purchase. What will this purchase do for the Division?

Esri Enterprise Advantage Program - This is technical support, strategic planning, and training provided by ESRI for our ArcGis enterprise environment. Esri is the developer of Arc GIS and so they are the only option for authorized application support.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

ESRI is the foundation system that runs the geographic Information System (GIS) for the County. This system provides mapping services and analytics to every department and all citizens of Polk County. No other vendor can legally perform maintenance on ESRI products.

Total cost for the Sole Source Purchase: \$98,700.00

(Total cost includes shipping & installation (if applicable))

Grant Ewert

4/14/2022

Requestor Name (PRINT)

Date

[Signature]
Signature of Division Director

4/18/22
Date

[Signature]
Requestor Signature (SIGN)

4/14/22
Date

[Signature]
Signature of Procurement Director/Designee Date



POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE

PROCUREMENT USE ONLY

Date Received:

7/7/22

04/19/22

PO#:

P-Card Purchase:

Procurement Specialist:

Michel Guzman

Sole Source #:

22-542

Insurance Received Date:

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/11/2022 To: 5/12/2022

Quotation # Q-463411

Date: April 7, 2022

Customer # 16715 Contract #

Polk County a Political Subdivision of
the State of Florida
330 W Church St
Bartow, FL 33830-3760

ATTENTION: Grant Ewert
PHONE: 863-534-7580 x7580
EMAIL: grantewert@polk-county.net

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$98,700.00	\$98,700.00

Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Technical Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties. OK

Subtotal:	\$98,700.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$98,700.00

To order these services as quoted, please email the following items to Andy Potts, apotts@esri.com, and Robyn Garrett, rgarret@esri.com.

A copy of Quote No. Q-463411 dated February 11, 2022, a Purchase Order in the amount of the Total Price above referencing the Quote No. Q-463411 and acknowledgement of the E204.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Robyn Garrett

Email:
rgarrett@esri.com

Phone:
(704) 541-9810 x8640

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GARRETT

This offer is limited to the terms and conditions incorporated and attached herein.



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

PROCUREMENT DIVISION

JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 6/9/2022

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Fire Rescue

Proposed Vendor (Include name, telephone #, and email):

Zoll Medical Corporation, 978-421-9655, tdigan@zoll.com

Describe Purchase. What will this purchase do for the Division?

We are requesting the purchase of the 5 year on-site worry-free service plan for the Zoll Ventilators we purchased in 2020. This purchase will provide Technical Support and On-Site Service for the Zoll Ventilators. This will include annual preventive maintenance, battery replacement, 20% discount on new feature enhancement upgrades and accidental damage coverage.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

The Zoll Ventilators we purchased in 2020 did not come with an extended service plan for repairs. In order to keep the integrity of the Zoll Ventilators all repairs need to be done by the manufacturer of the product. The extended warranty is a continuation of the EMS One Year Product Limited Warranty.

Total cost for the Sole Source Purchase: \$253,440.00

(Total cost includes shipping & installation (if applicable))

Holly Newton

7/15/2022

Requestor Name (PRINT)

Date

[Signature]
Signature of Division Director

7/15/2022
Date

Requestor Signature (SIGN)

Date

[Signature]
Signature of Procurement Director/Designee

7/21/2022
Date

PROCUREMENT USE ONLY

Date Received: 7/15/22

PO#:

P-Card Purchase:

Procurement Specialist: B. Howard

Sole Source #: 22-571

Insurance Received Date:

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

July 15, 2022

Polk County Fire Rescue
2470 East Clower Lane
Bartow, FL 33830

Dear Chief Cassista,

ZOLL Medical Corporation sells and services our ventilation products using our Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory cannot be duplicated in any field environment.

There are no other ZOLL authorized companies providing repairs for the ZOLL 731 Series Ventilator that ZOLL has sold in North America. We do not use outside authorized agencies to provide on-site Preventive Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150, extension 9357.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tammy Digan', is written over a light blue horizontal line.

Tammy Digan,
Senior Service Contracts Administrator

ZOLL Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.

Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Products cannot be returned without approval from ZOLL's Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. ZOLL reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items are not subject to return.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

**EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****Polk County Fire Rescue (Customer # 289687)****ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Donald Altman 8633449311 / donaldaltman@polk-county.net**Bill To: Polk County Fire Rescue**
2470 East Clower Lane
Bartow, FL 33830**Ship To: Polk County Fire Rescue**
2472 Clower Lane
Bartow, FL 33830**From: Tammy Digan**
Service Contracts Inside Sales Representative
(978) 421-9357 / tdigan@zoll.com**QUOTATION: 00035249**
Quote Date: March 15, 2022
Quote Pricing: Valid for 60 Days**PM Contact: Donald Altman - 8633449311 donaldaltman@polk-county.net****Ventilation**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89055-WF-V	5 Year On-Site Worry-Free Service Plan - ZOLL Ventilator Please refer to "Technical Support and On-Site Service" document. VENT-Worry-Free Service Plan, 5 Years . Includes: Annual preventive maintenance, Lithium-Ion and coin battery replacement, 20% discount on new feature enhancement upgrades, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Customer must provide an adequate quantity of unregulated oxygen on hand for the technicians in a controlled temperature setting for Vent PMs. Serial Number(s): AY20J043957, AY21B046076, AY21B046077, AY21B046078, AY21B046079, AY21B046082, AY21B046083, AY21B046084, AY21B046085, AY21B046097, AY21C046173, AY21C046174, AY21C046175, AY21C046176, AY21C046177, AY20G027243, AY20H031141, AY20H031229, AY20H031427, AY20H031481, AY20H031736, AY20H033672, AY20H033673, AY20H033674, AY20H033688, AY20H033690, AY20H033691, AY20H033695, AY20H033696, AY20H033698, AY20H033716, AY20H033718, AY20H033719, AY20H033730, AY20H033737, AY20H033748, AY20H033756, AY20H033757, AY20H033759, AY20H033763, AY20H033895, AY20H033903, AY20I037017, AY20I037032, AY20I037034, AY20I038400, AY20I038405, AY20I038407, AY20I038409, AY20I038474, AY20I038524, AY20I038535, AY20I038539, AY20I038545, AY20I038547, AY20I038562, AY20I038563, AY20I038569, AY20K045447, AY20H033706	03/21/2022 to 03/20/2027	60	\$7,040.00	\$4,224.00	\$253,440.00

TOTAL: \$253,440.00**COMMENTS: *ACCIDENTAL DAMAGE COVERAGE**

Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

*** X Series BATTERY REPLACEMENT COVERAGE:**

Batteries must be maintained per ZOLL's recommended maintenance program. Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months.

For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered.



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Polk County Fire Rescue (Customer # 289687)

Quote No: 00035249 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature: _____

Name: Tammy Digan

Title: Service Contracts Inside Sales Representative

Date: _____

Polk County Fire Rescue

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Polk County Fire Rescue

Preventive Maintenance Terms and Conditions

- 1.** Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
- 2.** Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
- 3.** If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
- 4.** If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
- 5.** Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
- 6.** It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Polk County Fire Rescue

Quote No:00035249

Extended Warranty Terms and Conditions

- 1.** The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
- 2.** The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
- 3.** The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
- 4.** If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
- 5.** All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
- 6.** If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



ExpertCare™

Ventilators

ExpertCare Service Plans for Ventilators

EMS | Hospital

ExpertCare Service Plans	PM	PRECISION	WORRY-FREE
Field Preventive Maintenance * Certified Performance Test Replacement of filters Battery compartment cover as needed Documentation for regulatory agencies Tracking of PM schedule	•	•	•
Free Loaner equipment shipped within 24 hours during normal business hours	•	•	•
Shipping Fees waived (\$30 value)	• **	•	•
Minimum Service Fee waived (\$595 value)	•	•	•
Technical telephone support 24/7	•	•	•
General Software updates (\$499 value) At time of PM	•	•	•
Repairs: Parts/labor covered for normal wear and tear		•	•
Lithium-ion and coin battery replacement			•
Software updates outside of PM Requires a calibration/calibration check and reset of calibration due date			•
20% Discount on new feature enhancement upgrade			•
Accidental damage coverage***			•
ON-SITE* SUPPORT (OPTIONAL) 48-72 hour response Technician will evaluate & pack device for return to ZOLL for repair		•	•

*Dependent on geographical location. Battery replacement included at 4-year PM when PM or Precision Plans purchased for 4 or 5 years at POS.

**For PM Only Plan, will cover shipping of device for PM device only.

*****EXCLUSIONS:** Catastrophic damage/beyond repair will not be covered

Year 4 PM includes:

- ✓ Replace main battery & Real Time Clock battery
- ✓ Inspect and replace (if necessary) internal tubing, gaskets, or O-rings
- ✓ Inspect internal pneumatic & electro-mechanical components

ExpertCare WORRY-FREE ON-SITE SERVICE | Ventilators

Our commitment to service and support extends well beyond delivery of equipment

We are pleased to provide on-site service through our Worry-Free ExpertCare Service Programs.

Specifically designed for customers that require an on-site service plan, ZOLL On-site means that our FieldTechnicians travel to your site to perform planned maintenance and repairs,* identifying potential issuesbefore they arise and ensuring that your equipment is functioning at its highest level.

Our field technicians, many of whom are former EMS professionals, have an average of 10+ years of experience and have completed at least 200 hours of training. Dedicated to the highest-quality customer service in the industry, our technicians are experts on the operation of every piece of ZOLL equipment.

ON-SITE SERVICE TERMS

Within 24 hours of speaking with Technical Support, a Field Technician will respond via phone to your needs during normal business hours. If needed, a Field Technician will be on-site within 48-72 hours during normal business hours to respond to your needs.

If your On-site contract covers multiple devices, located in multiple stations, you must provide:

- One or two primary centrally located stations.
- In the event of a device problem, the device should be made available to the Field Technician during the scheduled visit at one of the two centrally located stations
- A primary and back-up contact must be provided to the Field Technician for all communication.
- For ventilators you must provide medical grade high pressure oxygen in a bottle with a CGA540 connection. Capacity requirement is approximately 150liters/ventilator..

*Only closed box repairs can be completed on-site (software updates, software reloading, handle replacement, external cable replacement).

SERVICE PROVIDED DURING ON-SITE SERVICE

- ✓ Troubleshoot device(s) and/or accessories under contract
- ✓ Perform authorized on-site device repairs
- ✓ Provide answers and/or guidance to issues or questions
- ✓ Provide product training as needed
- ✓ Perform software updates per customer request
- ✓ Review battery chargers and battery management/cycle batteries as required

For repairs that must be done in an ESD-safe environment, your ZOLL Field Technician will:

- ✓ Contact our Technical Support Help Desk to open a service request
- ✓ Obtain a Return Authorization Number
- ✓ Coordinate service loaner deployments
- ✓ Pack/unpack service loaners and/or customer devices under contract for shipment to and from ZOLL
- ✓ Functionally test and assist in the deployment of service loaners and/or customer devices, including:
 - Loading custom device configurations
 - Attaching carrying cases/bags
 - Attaching mounting brackets
 - Connecting accessories
 - Establishing communications if equipped (pairing Bluetooth, Wi-Fi, etc.)

ACCIDENTAL DAMAGE COVERAGE

Includes one device outer housing replacement/year/device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement.

EXPERTCARE FIELD SUPPORT TEAM

Trust your equipment to the people who know it best

Our commitment to service and support extends well beyond delivery of equipment

ZOLL field technicians, many of whom are former EMS professionals, have an average of 10+ years of experience and have completed at least 200 hours of training. Dedicated to the highest-quality customer service in the industry, our technicians are experts on the operation of every piece of ZOLL equipment.

Why ExpertCare?

- We offer industry-leading products and service
- We strive to always exceed your service expectations
- Our unparalleled service will keep your equipment operating at its optimum level
- As the manufacturer, we are experts at troubleshooting and carry only ZOLL certified parts
- Technical support is available 24 hours a day
- Complimentary loaner program minimizes downtime during repairs and annual preventive maintenance

Before committing to on-site service contracts please check with the Contracts Department. On-site and preventive maintenance is coordinated through the ZOLL Service Contracts Department. ZOLL Territory Managers should not contact the Field Service Technicians directly.

CUSTOMER QUALITY ASSURANCE (CQA) REGIONAL MANAGERS

CQA Regional Managers are responsible for managing customer expectations for a defined region in an effort to provide our customers the best possible service experience with ZOLL. CQA Regional Managers partner with Sales, Service Contract Sales, CQA Engineering, Service Depot, Technical Support and Service Business Administration on all post-sales activity (as well as part of initial sale) as it relates to the customer. The regions align with the Sales Team to promote communication and continuity.

Barry Garnick, Customer Quality Assurance Global Manager

Bruce Hallowell , Regional Service Manager	Northeast
David Breen , Regional Service Manager	South Central
Sandra Montero , Regional Service Manager	Midwest
Don Goupil , Senior Service Manager	West
Carlos Arreseigor , Regional Service Manager	Southeast



**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 6/4/2021 Revised 8/1/22

This form **MUST** be completed and approved by the Procurement Director **PRIOR** to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the **ONLY** item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Utilities/ Wastewater

Proposed Vendor (Include name, telephone #, and email):

U.S. Submergent Technologies, 772-924-4256, cstutler@ussubmergent.com, Chandler Stutler PM.

Describe Purchase. What will this purchase do for the Division?

This process will allow for a more accurate assessment after cleaning has taken place. The process will not effect treatment of wastewater and will insure the job has been efficiently preformed.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase? ISS 22-465 was solicited and no submittals

This company scan the total bottom of the tanks for grit accumulation. After cleaning the scan will be preformed again to insure the bottoms are clear. There is no guess work and treatment will not be effective saving PCU labor cost and possible treatment issues.

were received.

Total cost for the Sole Source Purchase: \$161,100.00

(Total cost includes shipping & installation (if applicable))

Todd J. Potter

8/1/22

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Todd J. Potter

8/1/22

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 8/2/22 PO#: 22205764

P-Card Purchase: _____

Procurement Specialist: A. Goldstein

Sole Source #: 22-585

Insurance Received Date: _____

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



U.S. Submergent Technologies Cost Estimate

June 14th, 2022

PROJECT PROPOSAL: Polk County, FL
Southwest Regional WWTF
Oxidation Ditches 3 & 4
Online Accumulated Material Removal

Customer: Polk County Utilities – Southwest Regional WWTF
Contact: Todd Potter
Phone No.: (863) 393-8357
Address: 4th Street & Arnez Dr
Mulberry, FL 33860
Proposal Sent Via: Email

Mr. Potter

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this proposal for your consideration to remove the accumulated material from the above referenced structures. Our proposal includes the costs for removal, transportation, and disposal of the estimated volume of material at an approved disposal facility.

The Proposal Pricing Schedule summarizes the estimated quantities and unit costs based on our understanding of existing conditions. USST production rates are based on access to the structure, distribution of material to be removed across the structure bottom, as well as the type and quantity of material to be removed. USST plans to remove accumulated material from the structures while they are in operation and dispose of the material at an approved disposal facility.

The scope of operation for USST includes:

- Mobilization to facility
- USST Combination^{3®} Truck Service Crew
- USST Combination^{3®} Truck
- USST Roll Off Truck
- Gas meters, SRLs, and a Davit arm.
- USST will reach and remove material from structures utilizing a combination of vacuum, pumping, jetting, and reaching components
- Cleanup project site upon completion of project
- Demobilization from facility



PROPOSAL PRICING SCHEDULE:

Structure: Oxidation Ditch 3				
Proposal Line Item	QTY	UOM	Unit Cost	EXT. PRICE
Mobilization and Demobilization Non-emergency basis	1	Each	\$3,500.00	\$3,500.00
Personnel and equipment for the removal of sand and grit from the tanks listed above	10	Per Day	\$6,500.00	\$65,000.00
Ground Protection Crane Mats ***if required***	1	Each	\$3,400.00	\$3,400.00
Material Testing (RCRA – TCLP) ***if required***	1	Each	\$800.00	\$800.00
Transportation – Off-site Disposal (estimated)	12	Per Load	\$1,200.00	\$14,400.00
Disposal Cost – Off-site Material Management (estimated)	155	Per Ton	\$75.00	\$11,625.00
Sedivision Post Cleaning Verification	1	Each	\$2,500.00	\$2,500.00
Cost Estimate				\$101,225.00

Structure: Oxidation Ditch 4				
Proposal Line Item	QTY	UOM	Unit Cost	EXT. PRICE
Personnel and equipment for the removal of sand and grit from the tanks listed above	6	Per Day	\$6,500.00	\$39,000.00
Transportation – Off-site Disposal (estimated)	9	Per Load	\$1,200.00	\$10,800.00
Disposal of sanitary sewer solid waste material offsite (Includes Transportation)	101	Per Ton	\$75.00	\$7,575.00
Sedivision Post Cleaning Verification	1	Each	\$2,500.00	\$2,500.00
Cost Estimate				\$59,875.00

Oxidation Ditch 3

Unit cost will be billed on actual quantities of time and materials required to remove material. If additional quantities are required, they will be performed at the rate above with prior written authorization from the customer. This proposal and price are based on an estimation of 144 tons of material in the 25' by 30' area with the highest accumulation on the east side of Oxidation Ditch 3. USST estimates 9 days to remove that material from the structure. This proposal and price also include an estimated of 11 tons of material in the 3' by 12' area with the highest accumulation in the east side channel of Oxidation Ditch 3 and an estimated 1 day to remove that material from the structure. This proposal is for material removal in the areas of highest accumulation only and USST expects to remove approximately 75% of accumulated debris from these areas. Pricing for additional areas can be provided at the customer's request. USST crew will utilize the Combination3 Truck and GritGone process to remove the sand & grit debris, while the plant remains on-line and dispose the material at an approved disposal facility. USST will maintain daily performance/production records and provide as necessary.

Oxidation Ditch 4

Unit cost will be billed on actual quantities of time and materials required to remove material. If additional quantities are required, they will be performed at the rate above with prior written authorization from the customer. This proposal and price are based on an estimation of 90 tons of material in the 25' by 30' area of highest accumulation on the west side of Oxidation Ditch 4 and an estimated 5 days to remove that material from the structure. This proposal and price also include an estimation of 11 tons of material in the 3' by 12' area of highest accumulation in the west side channel of Oxidation Ditch 4 and an estimated 1 days to remove that material from the structure. This proposal is for material removal in the areas of highest accumulation only and USST expects to remove approximately 75% of accumulated debris from these areas. Pricing for additional areas can be provided at the customer's request. USST crew will utilize the Combination3 Truck and GritGone process to remove the sand & grit debris, while the plant remains on-line and dispose the material at an approved disposal facility. USST will maintain daily performance/production records and provide as necessary.

This proposal assumes that Oxidation Ditches 3&4 will be cleaned on a single mobilization. If additional mobilizations are required, they will be performed at the above rates with prior authorization.

A SediVision post cleaning verification survey is included in the pricing table above for each structure. SediVision will perform the survey once the cleaning is complete to verify the areas of highest accumulation in the tank have been removed. This survey is for the areas of highest accumulation only. The information obtained will be presented in a heat map that will not include loss of capacity.

This proposal and pricing are based on information received and is our interpretation of the sections of the RFP and/or specifications that have been made available to us, exceptions have been noted wherever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

Terms & Conditions:

1. Once the project has been accepted and confirmed to USST for execution, we will schedule this project on a mutually agreed date with a minimum of 5-days lead time.
2. All waste will be manifested (actual quantity), transported, and disposed of in accordance with all Federal, State and Local regulations.
3. Our rates are based on a Monday through Friday, 10-hour portal to portal workday; if Saturday or Sunday work and/or second/third shift work is required and authorized, overtime rates will be billed one and a half straight time rates and double on observed government holidays.
4. It is the customer's responsibility for payment of any unforeseen tariffs, fees, taxes, and unexpected administrative costs which USST may incur during the execution of this project.
5. A Purchase Order and Job Authorization Form will be required prior to project commencement.
6. Payment is DUE UPON RECEIPT of invoice unless otherwise approved in advance by USST.
7. Pricing is valid for 30-days from the date of this proposal.
8. If a payment and performance bond is required, it will be an additional charge at cost plus.
9. Transportation and Disposal cost are based on conforming with waste profile approval for Non-Hazardous waste. Waste profile approval is required prior to scheduling of this project

Supplemental Conditions:

1. The customer is responsible for returning the tank to service.
2. USST is not responsible for any landscape restoration.
3. Delays in production caused others will result in a demurrage fee of \$650.00 per hour.
4. Provide unrestricted access to the worksite. If access to unimproved areas is required to complete cleaning, then customer shall provide improvements to enable USST to safely access. Any removal costs due to insufficient access will be charged at cost plus 20%.
5. Customer is responsible for providing a recent TCLP analytical (including 8 RCRA Metals) for offsite disposal as required by 40 CFR Part 503. USST can provide for a cost of \$800.
6. Customer is responsible for providing sufficient suitable high-volume water supply for the high-pressure jetting operation, if needed.
7. This cost estimate does not include hydro- and/or grit-blasting of the structure.
8. Proper access including height clearance without obstruction in or around structure, so the pump or vacuum head can reach and remove material; client will present structure to be cleaned in sufficient condition for cleaning to take place. This includes removing and/or unbolting any hatches or panels required for access or ventilation.
9. USST is not responsible for any broken aerators or air piping.
10. USST is not responsible for any damage to underground utilities as a result of work performed

Should you have any questions or concerns about this proposal, please do not hesitate to contact me directly at (850) 264-6115.

Regards,

Chandler Stutler

Project Manager

U.S. Submergent Technologies

(850) 264-6115 | cstutler@ussubmergent.com

County Representative (signature)

Title

County Representative (print)

Date

Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.



~~5522-224~~
 SS 22-585

Goods / Services Rec. Date: 12-30-22
 \$137,995.25
 PO # 22-205764
 Receipt # 153030
Jehena Rountree

U.S. SUBMERGENT TECHNOLOGIES,
 LLC

Invoice

US Submergent Technologies, LLC
 2201 Cantu Court., Suite 116
 Sarasota, FL 34232

Date	Invoice #
12/30/2022	INV 3146

Bill To
 Polk County
 Utilities Administration
 1011 Jim Keen Blvd
 Winter Haven, Florida 33880

Work Site
 Southwest Regional WWTF
 4th Street & Arnaz Dr.
 Mulberry, FL 33860

P.O. Number	Terms	Rep	Notes/Comments	Project Name
22205764	Due on receipt	CJ	Oxidation Ditches 3 & 4	104.06 SW Ox Ditches 3 & 4
Quantity	Description		Price Each	Amount
	Polk County - Southwest Regional WWTF - Oxidation Ditches 3 & 4 - PO# 22205764 Dates onsite 12/7/22 through 01/06/23			
	Proposal Line 1 - Oxidation Ditch 3			
1	Mobilization and Demobilization Non-emergency basis		3,500.00	3,500.00
10	Personnel and equipment for the removal of sand and grit from the tanks listed above		6,500.00	65,000.00
1	Ground Protection Crane Mats		3,400.00	3,400.00
5	Transportation - Off-site Disposal		1,200.00	6,000.00
84.27	Disposal Cost - Off-site Material Management		75.00	6,320.25
	Total for Line 1 - \$84,220.25			
	Proposal Line 2 - Oxidation Ditch 4			
6	Personnel and equipment for the removal of sand and grit from the tanks listed above		6,500.00	39,000.00
6	Transportation - Off-site Disposal		1,200.00	7,200.00
101	Disposal of sanitary sewer solid waster material offsite		75.00	7,575.00
	Total for Line 2 - \$53,775.00			

RECEIVED
 JAN 27 2023

Please note our new mailing address!
 All checks should be mailed to:
 2201 Cantu Court, Suite 116
 Sarasota, FL 34232

OK to pay
Tahli Bette

POLK COUNTY UTILITIES
 FINANCE DEPARTMENT

Visit us at www.ussubmergent.com for more information, case studies,
 and learn more about our latest service offering.

For any questions please send an e-mail to accounting@ussubmergent.com or call 321-284-8001.

Total **\$137,995.25**



**U.S. SUBMERGENT
TECHNOLOGIES**

U.S. Submergent Technologies Cost Estimate

July 29th, 2022

**PROJECT PROPOSAL: Polk County, FL
Southwest Regional WWTF
Oxidation Ditches 3 & 4
Online Accumulated Material Removal**

Customer: Polk County Utilities – Southwest Regional WWTF
Contact: Todd Potter
Phone No.: (863) 393-8357
Address: 4th Street & Arnez Dr
Mulberry, FL 33860
Proposal Sent Via: Email

Mr. Potter

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this proposal for your consideration to remove the accumulated material from the above referenced structures. Our proposal includes the costs for removal, transportation, and disposal of the estimated volume of material at an approved disposal facility.

The Proposal Pricing Schedule summarizes the estimated quantities and unit costs based on our understanding of existing conditions. USST production rates are based on access to the structure, distribution of material to be removed across the structure bottom, as well as the type and quantity of material to be removed. USST plans to remove accumulated material from the structures while they are in operation and dispose of the material at an approved disposal facility.

The scope of operation for USST includes:

- Mobilization to facility
- USST Combination³⁰ Truck Service Crew
- USST Combination³⁰ Truck
- USST Roll Off Truck
- Gas meters, SRLs, and a Davit arm.
- USST will reach and remove material from structures utilizing a combination of vacuum, pumping, jetting, and reaching components
- Cleanup project site upon completion of project
- Demobilization from facility

PROPOSAL PRICING SCHEDULE:

Structure: Oxidation Ditch 3				
Proposal Line Item	QTY	UOM	Unit Cost	EXT. PRICE
Mobilization and Demobilization Non-emergency basis	1	Each	\$3,500.00	\$3,500.00
Personnel and equipment for the removal of sand and grit from the tanks listed above	10	Per Day	\$6,500.00	\$65,000.00
Ground Protection Crane Mats ***if required***	1	Each	\$3,400.00	\$3,400.00
Material Testing (RCRA – TCLP) ***if required***	1	Each	\$800.00	\$800.00
Transportation – Off-site Disposal (estimated)	12	Per Load	\$1,200.00	\$14,400.00
Disposal Cost – Off-site Material Management (estimated)	155	Per Ton	\$75.00	\$11,625.00
SediVision Post Cleaning Verification	1	Each	\$2,500.00	\$2,500.00
Cost Estimate				\$101,225.00

Structure: Oxidation Ditch 4				
Proposal Line Item	QTY	UOM	Unit Cost	EXT. PRICE
Personnel and equipment for the removal of sand and grit from the tanks listed above	6	Per Day	\$6,500.00	\$39,000.00
Transportation – Off-site Disposal (estimated)	9	Per Load	\$1,200.00	\$10,800.00
Disposal of sanitary sewer solid waste material offsite (Includes Transportation)	101	Per Ton	\$75.00	\$7,575.00
SediVision Post Cleaning Verification	1	Each	\$2,500.00	\$2,500.00
Cost Estimate				\$59,875.00

Oxidation Ditch 3

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Oxidation Ditch 4

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**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION**
JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 9/2/2022

This form **MUST** be completed and approved by the Procurement Director **PRIOR** to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the **ONLY** item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Utilities

Proposed Vendor (Include name, telephone #, and email):

Hydra Service (S) Inc., 407-212-1787, Tim@Hydraservice.net

Describe Purchase. What will this purchase do for the Division?

Purchase and installation of a Sulzer High Speed Turbo Blowers for the NE Wastewater Treatment Plant. This purchase will maintain the plants wastewater production of bio-solids.

Explain how this product/service best meets the needs of the County. How does this purchase meet the criteria of a sole source purchase?

The existing blowers are being replaced as they become nonoperational to standardization this plants BNR blowers. Please see the attachments.

Total cost for the Sole Source Purchase: \$235,715.00

(Total cost includes shipping & installation (if applicable))

Tim Peters

9/2/2022

Requestor Name (PRINT)

Date

Tamara Richards
Signature of Division Director

9-7-22
Date

[Signature]
Requestor Signature (SIGN)

9/2/2022
Date

Michelle Sims
Signature of Procurement Director/Designee

9/9/22
Date

PROCUREMENT USE ONLY

Date Received: 09/08/22 PO#: 22205944

P-Card Purchase: N/A

Procurement Specialist: Ari Goston

Sole Source #: 22-662

Insurance Received Date: 09/08/22

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.



Sulzer Pumps Solutions Inc.
108 Leigus Road
Suite 1180
Wallingford, CT 06492
Phone (203) 238 2700
Fax (203) 514 4364
www.sulzer.com

25 August 2022

To: Polk County, FL

The purpose of this letter is to confirm that Hydra Service Inc., located in DeBary, Florida, is the sole Distributor contracted for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Hydra Service's territory includes the entire state of Florida.

Nationally, we utilize a network of independent distributors/service centers to serve the Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. Hydra Service staff is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Tim Laskowski

Tim Laskowski
Regional Sales Manager
Sulzer Pump Solutions
(972) 654 – 0553
Timothy.laskowski@sulzer.com



QUOTATION

Attn: Art Tilman
Company: Polk Co.
Ph No.: (863) 534-7352
E-Mail: ArtTilman@polk-county.net

From: Tim Estep
Company: Hydra Service (S) Inc.
Ph No.: 407-212-1787
E-Mail: Tim@Hydraservice.net

Prepared By: John Paiva
Ph No.: (203) 514-4341

Subject: NE Regional WWTF (Polk County), Davenport, FL

Quote No.

Q-220525-1TE rev1

DATE

8/23/2022

Prices are in USD

DAP: Destination

Sulzer's Standard Distributor
Commercial Terms Apply

Delivery: To Be Advised
on Notice to Proceed

Submittals: 2 - 4 weeks

Validity: 30 Days

Item	Qty	Description	Subtotal
1		High Speed Turbo Blowers	
		Configuration is 1 operating plus NONE standby	
	1	Turbo Compressor HST 20-4500-1-U200-48, 480/3/60	
	1	Profibus Communication	
	1	Master Control Unit (MCU)	
		Inlet Accessories	
	1	Integral Inlet Filter	
	1	Inlet Silencer (integral with blower unit)	
		Outlet Accessories	
	1	Outlet Silencer (integral with blower unit) - ANSI 12"	
	1	Outlet Flexible Joint Steel - ANSI 12" x ANSI 12"	
	1	Back Flow Barrier, Dual Flapper Type - Wafer, DN 300/12" ANSI	
	1	Manual Outlet Valve - Wafer, DN 300/12" ANSI	
		Spare Parts	
	1	Cabinet Cooling Filter - (2 / blower)	
	1	Inlet Filter Cartridge - Integral (3 / blower)	
		Factory Testing	
	1	Non-Witness Testing - Per Factory Standard	
	1	Additional Test Points 1 to 8 - Per Factory Standard	
	1	Balancing Report	
	1	Hydrostatic Pressure Test Certificate	
	1	Factory Certificates	
	1	Noise Certificate	
	1	Transport Packaging by Sea	
	1	Accessories Packaging	
2		Start-Up Assistance & Training - Warranty - Freight	
	1	Commissioning (Start up & Training) for HST, 3 Days On Site	
	1	Commissioning (Start up & Training) for MCU, 3 Days On Site	
	1	Standard Warranty (2 years)	
	1	Freight, USA to Davenport, FL	



QUOTATION

Attn: Art Tilman
Company: Polk Co.
Ph No.: (863) 534-7352
E-Mail: ArtTilman@polk-county.net

Quote No.

Q-220525-1TE rev1

DATE

8/23/2022

From: Tim Estep
Company: Hydra Service (S) Inc.
Ph No.: 407-212-1787
E-Mail: Tim@Hydraservice.net

Prices are in USD

DAP: Destination

Sulzer's Standard Distributor
Commercial Terms Apply

Delivery: To Be Advised
on Notice to Proceed

Submittals: 2 - 4 weeks

Validity: 30 Days

Prepared By: John Paiva
Ph No.: (203) 514-4341
Subject: NE Regional WWTF (Polk County), Davenport, FL

Item	Qty	Description	Subtotal
		Please note that start-up trips quoted above assume all blowers quoted will be installed and prepared for start-up at the time of the first visit.	
		Quoted commissioning does not take into consideration a phased or sequenced start-up unless otherwise noted and is not intended for project management or project timeline purposes. Any defects in Sulzer blower's material or craftsmanship that would require additional start-up days or trips will be done at the expense of Sulzer. Any delays in start-up due to influences outside of Sulzer's control that would require additional field services will be billed at a rate of \$2,400 per day.	
		Additionally, note that Start-Up Assistance & Training & Freight must be included in the final price. These items can not be discounted nor commissioned. Additional Field Services are available at \$2,400.00/day	
		Total Air Flow Range (SCFM): 2,800	
		Differential Pressure (psi): 13.00	
		Altitude (ft ASL): 138	
		Inlet pressure (psia): 14.56	
		Inlet pressure losses (psi): 0.06	
		Process air inlet temp. range (°F): 16 to 105	
		Relative humidity range (%): 50 to 98	
		Site Voltage / Phase / Freq: 480/3/60	
		SULZER ABS will provide the following Type of MCU for this project: A-B CompactLogix PLC and 7" PanelView Plus7 touch screen interface The above MCU shall include the following elements:	
		1) MCU Enclosure, NEMA 4 sheet steel.	
		2) Allen Bradley PLC containing the software to control the HST Blowers	
		3) MCU includes 16 Digital Inputs, 16 Digital Outputs, 4 Analog Inputs, 2 Analog Outputs, 24 VDC Power Supply and UPS @ 3.4 AH	
		4) A-B Ethernet Communications between the PLC and HMI and for Inter-PLC/SCADA communications using CAT5/6 cabling. CAT 5/6 cabling by others. No Fiber Optic Equipment included.	
		5) Profibus communications between the MCU and the HST Blowers	
		6) Allen Bradley 8 Port Unmanaged Ethernet Switch	
		7) Manifold Pressure Control (Pressure Monitoring Device not included)	
		8) Control of a maximum of Six (6) HST Blowers using a PID controller	
		Total Project NET Price t	\$ 235,715.00

TECHNICAL QUOTATION REMARKS

SULZER ABS TURBOCOMPRESSOR HST

Each Sulzer|ABS Turbocompressor HST is offered with the following standard package features and accessories included.

- 1) High Speed Unit including with Impeller, Motor, Labyrinth Seal, Magnetic Bearing System mounted on a skid
- 2) Temperature sensors for inlet and outlet, motor, VFD & MBC
- 3) Pressure sensors for inlet and outlet
- 4) Differential pressure sensor for inlet filter high pressure notification
- 5) Built in flow and speed measurement
- 6) Volute with Inlet & Outlet flanges
- 7) Magnetic Bearing Controller, MBC-12
- 8) High Performance Vacon NX VFD
- 9) RFI Filter & AC Choke
- 10) Blow Off Valve, electro-pneumatically controlled plug type
- 11) Control Cabinet with power interlock switch and local detachable HMI with display
- 12) Acoustic Noise Enclosure (see appendix for guaranteed dB(A))
- 13) UPS for Magnetic Bearing Controller
- 14) Technical Specification, Cut Sheets, Installation Manual, Commissioning, Manual, Operators Manual, Layout Drawings & Accessory Drawings

Factory Performance Test, only one blower, non-witnessed, in conformance with ISO 5389:1992 - Turbocompressors, VDI 2045:1993 – Acceptance and Performance Tests on Turbocompressors & Displacement Compressors.

TERMS AND CONDITIONS: Sulzer|ABS Standard Terms & Conditions apply.

TECHNICAL QUOTATION REMARKS SULZER ABS TURBOCOMPRESSOR HST

Comments & Exceptions:

- 1) Above items only; additional accessories available upon request.
- 2) No special tools are required
- 3) Sulzer|ABS's standard product is offered.
- 4) Anchor bolts are not included
- 5) Supply and installation of interconnecting communications cabling between each turbocompressor and the MCU (if supplied).
- 6) Installation of compressor units, accessories and associated pipe work
- 7) Supply and installation of electrical power and signal cables to each turbocompressor and the MCU
- 8) Provision of any further instrumentation other than that contained within each turbocompressor or the MCU (if supplied). This also excludes the pressure or D.O. transducer required to generate the 4-20ma signal for compressor control.
- 9) Pipe insulation as deemed necessary by the client to prevent contact with hot pipes.
- 10) Reasonable access to the site and working area to enable continuous installation.
- 11) Free access to facilities
- 12) The compressors are to be installed in a compressor room constructed by others.
- 13) The compressor room floor will be flat and level to standard civil tolerances.
- 14) That the Sulzer|ABS Turbocompressor HST can be off loaded and placed directly into the compressor building
- 15) Cable tray or ducts to each compressor for the communications cabling will be supplied and installed by others.
- 16) The above price does not include sales tax or other costs unless specifically included in this proposal.

This quote and any accompanying documents contain information belonging to Sulzer|ABS which is confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this transmission was sent as indicated above. Copying or disseminating this communication without the express permission of Sulzer|ABS is prohibited. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited.

Appendix

- 1) Performance Graph
- 2) Technical Data Sheet
- 3) Turbocompressor Control Schematic
- 4) Master Control Unit Options
- 5) Typical Sulzer|ABS Turbocompressor HST layout drawing
- 6) Compressor Test Code Comparison
- 7) Warranty

SULZER ABS TURBOCOMPRESSOR HST

APPENDIX

High Turbocompressor HST Performance

SULZER

Date: 23-May-22

Quote No.: 2020-Q046-R2

HST 20-4500-1-U200-48

Project Name: **NE Regional WWTF (Polk County), Davenport, FL**

Total Design Air Flow: **2,800 SCFM**

Units: **1 Units -**

Air Flow Per Unit: **2,800 SCFM**

1 Operating + No Installed Spare

Maximum Input Power: **200 HP**

Electric Power: **480 / 3 / 60**

Maximum Motor Speed: **28,620 RPM**

Operating Pressure Ratio: **1.90**

Altitude: **138 ft**

Ambient Pressure: **14.62 psia**

Differential Pressure: **13 psig**

Max Discharge Temp: **248° F**

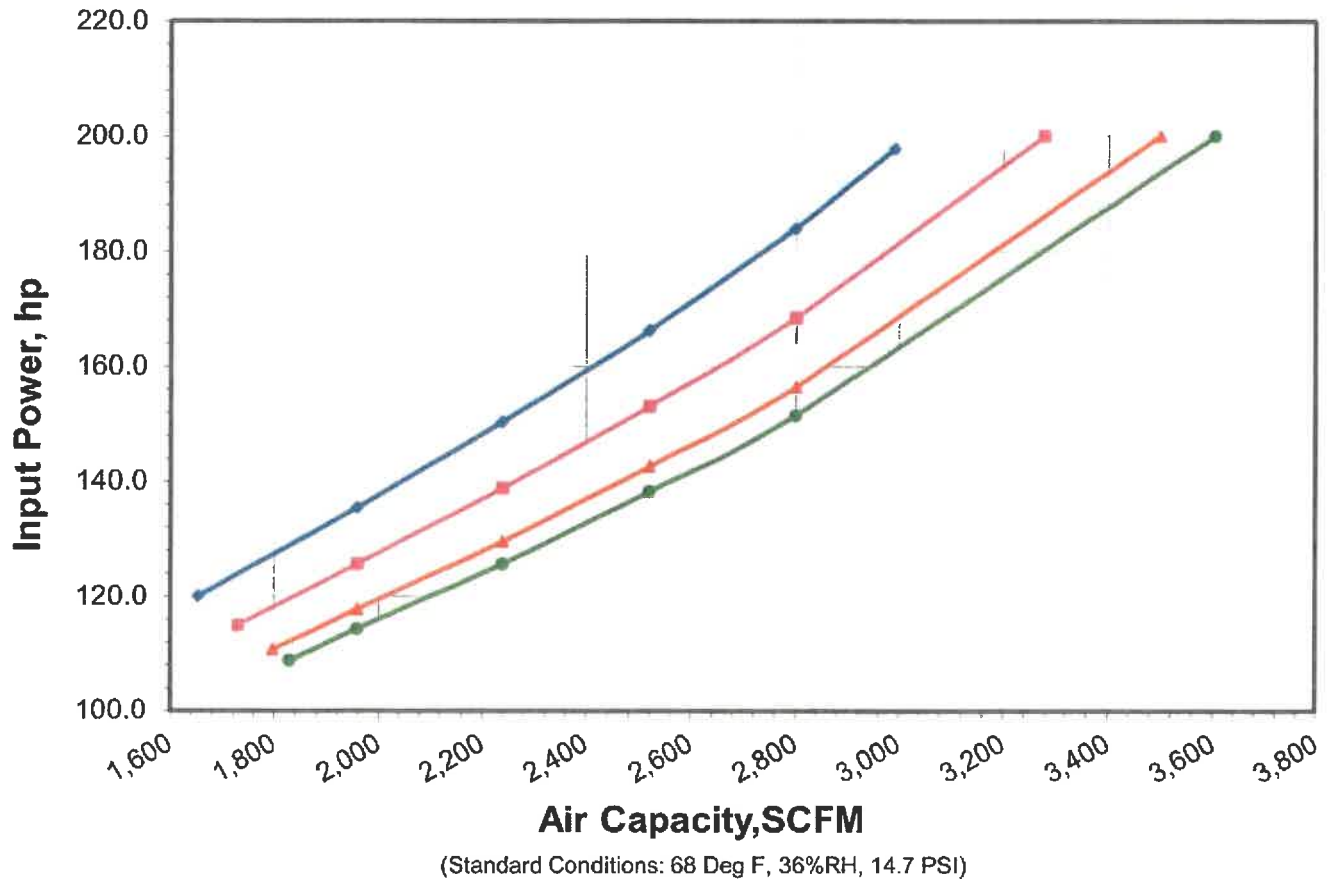
Operating Pressure Ratio Limit: **1.91**

Discharge Pressure: **27.62 psia**

Inlet Losses: **0.06 psig**

Inlet Temp. °F	RH %	Legend
105	98	◆
68	80	■
32	70	▲
16	50	●

Blower Performance



Please note that the input power is the wire to air power and includes all losses associated with the VFD, Motor, Impeller, etc.

HST™ 20 Turbocompressor

SULZER

A highly efficient and reliable single-stage centrifugal compressor for the provision of oil-free, low-pressure air.

Construction

High-speed electric motor

A vertically mounted high-frequency electric motor for variable speed operation. The motor is air-cooled by an integrated shaft mounted fan and the windings are protected by Pt100-sensors monitored by the local control system.

Air end

The impeller has been designed to optimize performance and is machined from a solid piece of high-strength aluminum alloy. The volute and other main components are made from cast aluminum. A non-contact seal between air-end and motor minimizes losses to maintain high efficiency.

Variable frequency drive

Flow control is provided by a built-in variable frequency drive which also accommodates variations in outlet pressure and ambient inlet conditions. The variable frequency drive's soft-start facility eliminates peak starting currents.

Active magnetic bearings

Two radial bearings and two axial bearings support the rotor. The magnetic bearing controller uses data provided by multiple sensors to continuously manage the position of the rotor.

Blow-off valve

The blow-off valve is mounted within the acoustic enclosure with further attenuation provided by an integrated silencer.

Acoustic enclosure

The enclosure provides protection for the electrical and mechanical components and provides efficient noise attenuation for the machine. The enclosure is constructed from zinc-plated steel. It is suitable for indoor use (IP 33D / NEMA 2).



Integrated components

The inlet filters for process and cooling air, inlet silencer, discharge silencer, and motor cooling air silencer are all integrated into the main assembly.

Compressor Control

Local control

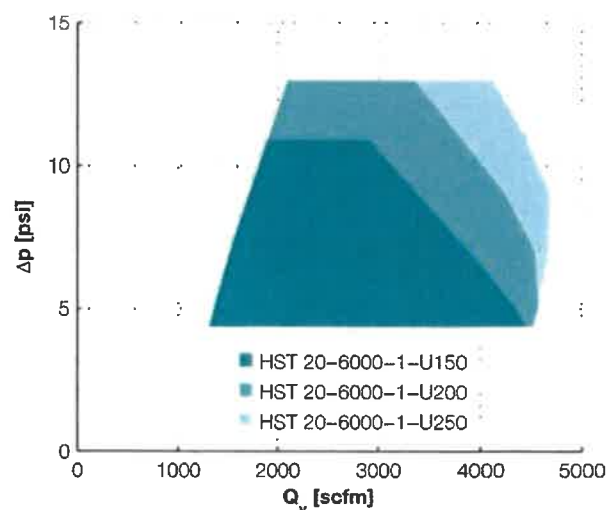
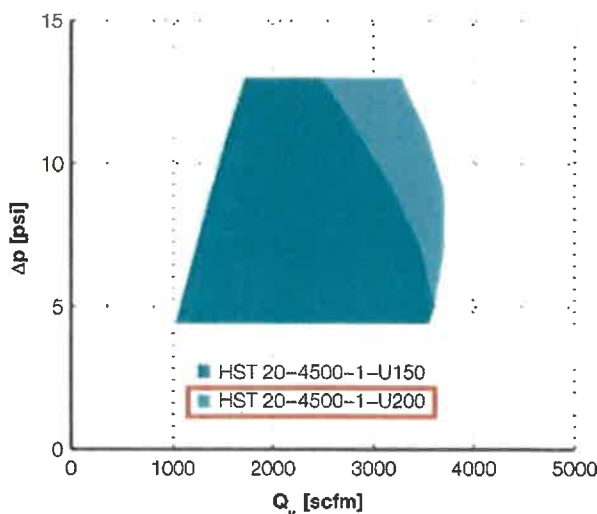
The built-in local Human-Machine-Interface (HMI) provides control and monitoring for the safe and efficient operation of the machine. Flow may be controlled directly by the operator, or alternatively, the turbocompressor can follow a given reference value. The local HMI uses a color touch screen to provide access to the operator.

Connections

Analog and digital control and monitoring connections are built in. Fieldbus connections such as Profibus, Profinet, Modbus RTU, Modbus TCP, and Ethernet IP are available as options.

Remote connections

A secure connection facilitating service and monitoring can be ordered as an option.



Options

Various options for handling special requirements regarding e.g., temperature, dusty environments and locations with high moisture can be selected.

Accessories

Required accessories for installation such as flexible joints, valves, silencers, and air filters are available from Sulzer.

Performance Testing

Compressor performance tests are performed on every machine manufactured and certificates issued to confirm compliance. The tests are carried out at the Sulzer factory test facility. Performance is guaranteed with a manufacturing tolerance of $\pm 2\%$ and a measurement tolerance according to ISO 5389. Optionally tests can be performed according to ISO 5389 or ASME PTC 10. The test can be witnessed by the customer or a third party inspector.

Certification and Standards

The compressor is certified according to the relevant UL and CSA standards:

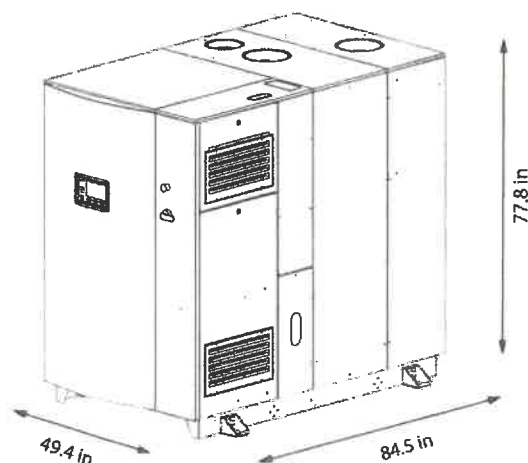
- UL 1450
- CSA C22.2 No. 68

The product is designed and manufactured in accordance with EN 61800-3 standard and intended for use in second environment locations, e.g., in industrial areas.

Installation Conditions ⁽¹⁾

Altitude	
Maximum altitude	8200 ft above sea level
Air quality	
Permitted chemical vapors	IEC 60721-3-3 class 3C3
Ambient conditions	
Ambient temperature range ⁽¹⁾	Min. 14 °F, max. +113 °F
Ambient relative humidity	< 95 %, non-condensing, non-corrosive, no dripping water
Inlet conditions	
Air temperature range for process air taken from the room	Min. 14 °F, max. +113 °F
Air temperature range for ducted process air inlet (option)	Min. -4 °F, max. +113 °F

⁽¹⁾ Sulzer may approve applications outside these criteria.

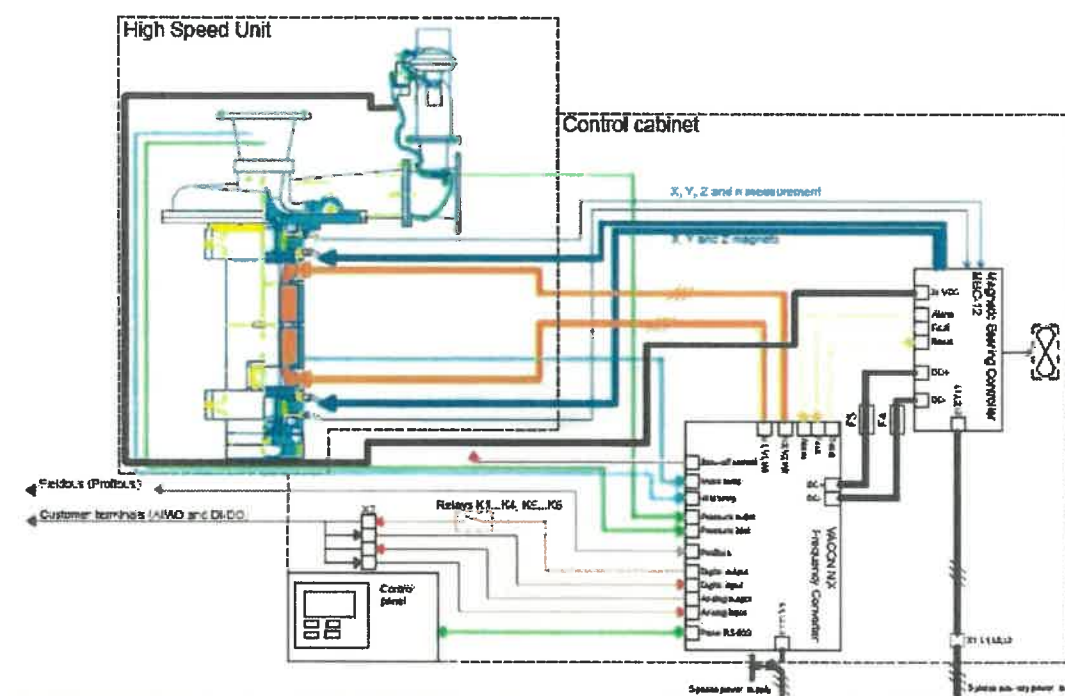


Compressor Data

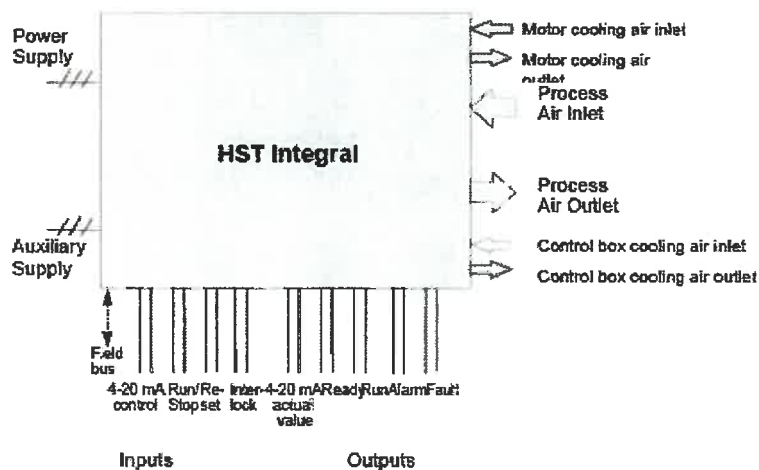
	HST 20-4500-1-U150	HST 20-4500-1-U200	HST 20-6000-1-U150	HST 20-6000-1-U200	HST 20-6000-1-U250
Air flow range [scfm]	1100-3600	1100-3700	1300-4400	1300-4500	1300-4700
Pressure rise [psi]	4.4-13.3	4.4-13.3	4.4-10.9	4.4-13.3	4.4-13.3
Noise level [dB]	61	62	60	62	62
Input power [hp]	150	200	150	200	250
Power supply [V]	460-600	460-600	460-600	460-600	460-600
Input power frequency [Hz]	50/60	50/60	50/60	50/60	50/60
480 V	Max. input current [A] ⁽²⁾	148	197	148	197
	Cable size [AWG or MCM]	3x3/0+1	3x4/0+1/0	3x3/0+1	3x4/0+1/0
	Fuse size [A]	160	200	160	200
580 V	Max. input current [A] ⁽²⁾	122	163	122	163
	Cable size [AWG or MCM]	3x1/0+3	3x1/0+3	3x1/0+3	3x1/0+3
	Fuse size [A]	125	200	125	200
Weight [lb]	2690-2890	2690-2890	2780-2975	2780-2975	2975

⁽²⁾ The maximum input current is calculated using the nominal voltage. The cable and fuse sizes are recommendations and based on the supply current and cables rated to 70 °C [158 °F].

Turbocompressor HST Control Schematic



CONNECTIONS



Turbocompressor HST Modular Control Unit Communication Options

Modular Control Unit PLC options

- A-B CompactLogix (standard)
- ~~Siemens S7-300 (optional)~~

MCU to plant system link

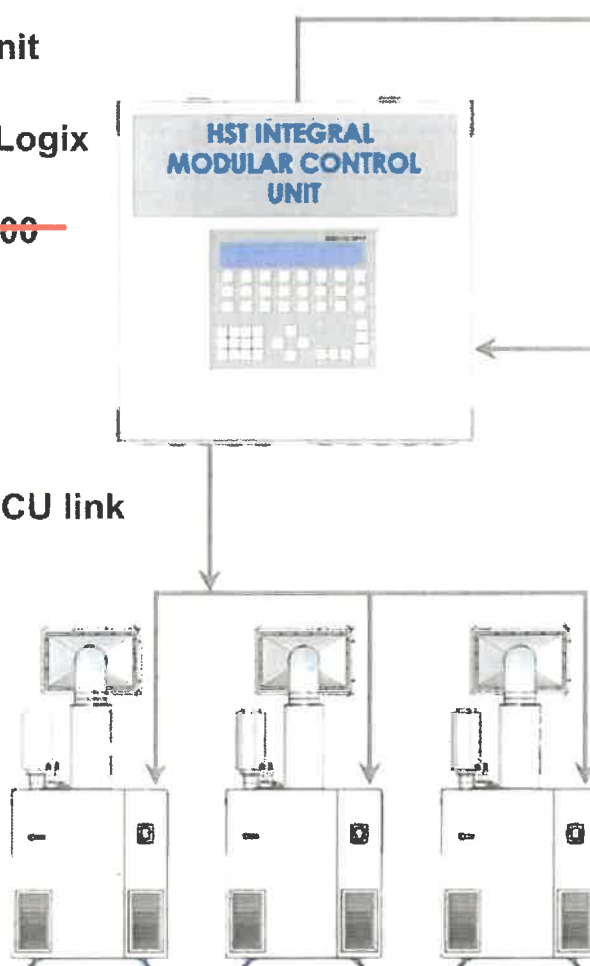
- ~~Hardwired~~
- ~~Profibus~~
- ~~Modbus~~
- Ethernet

4-20mA Signal from

- Header Pressure sensor (preferred)
- ~~DO probe~~
- ~~Air Flow Meter~~

Compressor to MCU link

- ~~Modbus~~
- Profibus
- ~~Ethernet~~



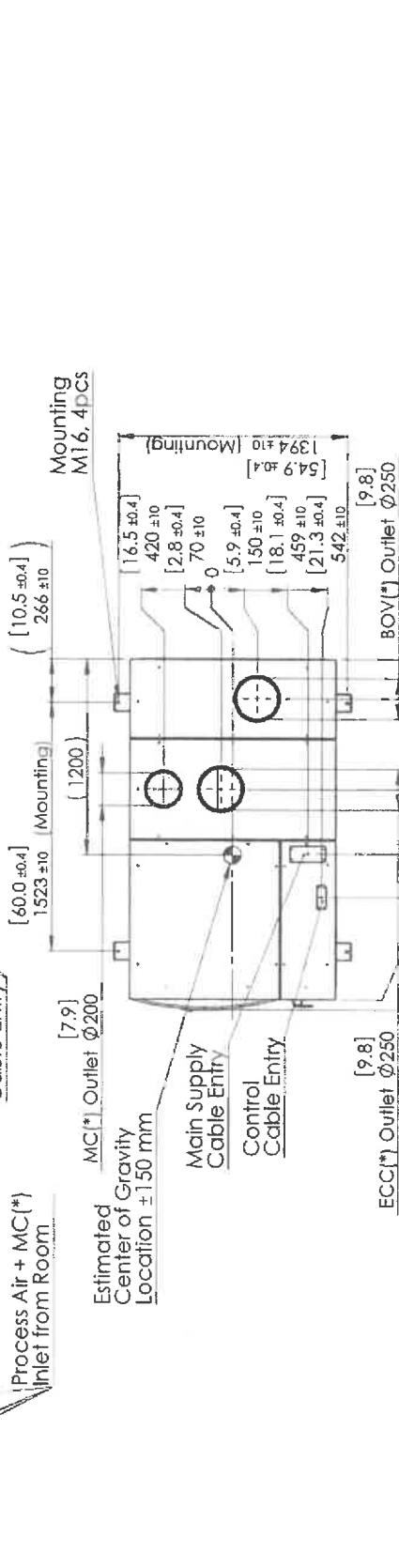
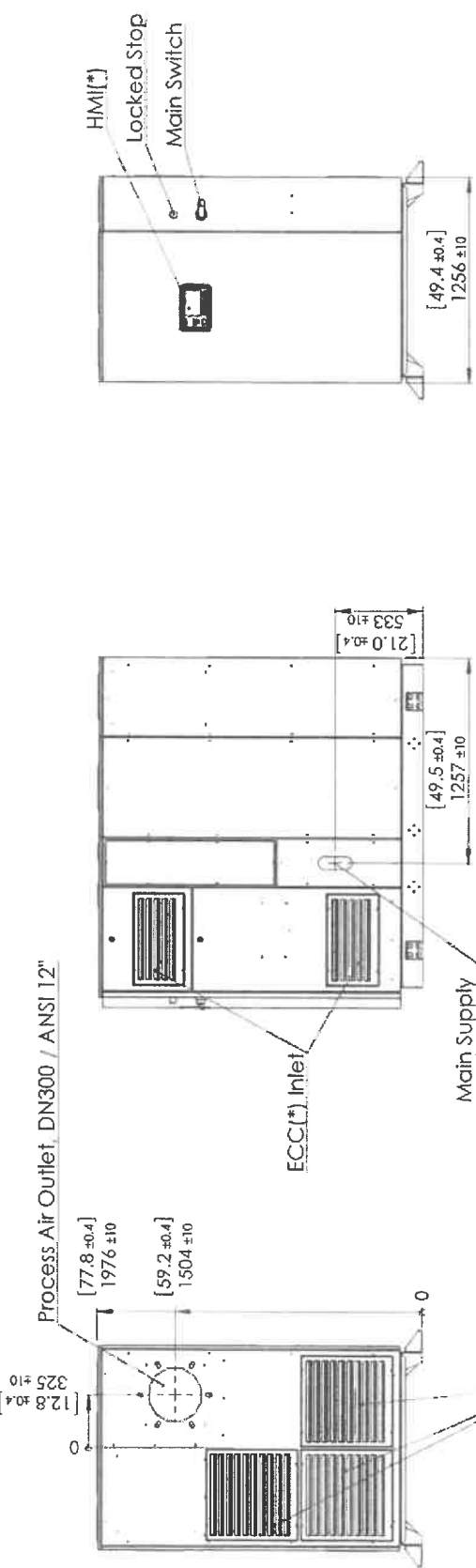
Use with two or more turbocompressors

4

3

2

1



Length dim fixed		24-MAR-2015 A. Kangas	24-MAR-2015 A. Kangas	24-MAR-2015 A. Kangas
REV		MODIFICATION	NO	DESIGN GROUP
SEP		PARTS LIST	SUBSTITUTE FOR	
HST		20	DRAWN:	
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HST		20	Turbocompressor type ABS HST 20	
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HST		20	Turbocompressor type ABS	

ABS turbocompressor HST 20

Integrated Filter

Layout Example

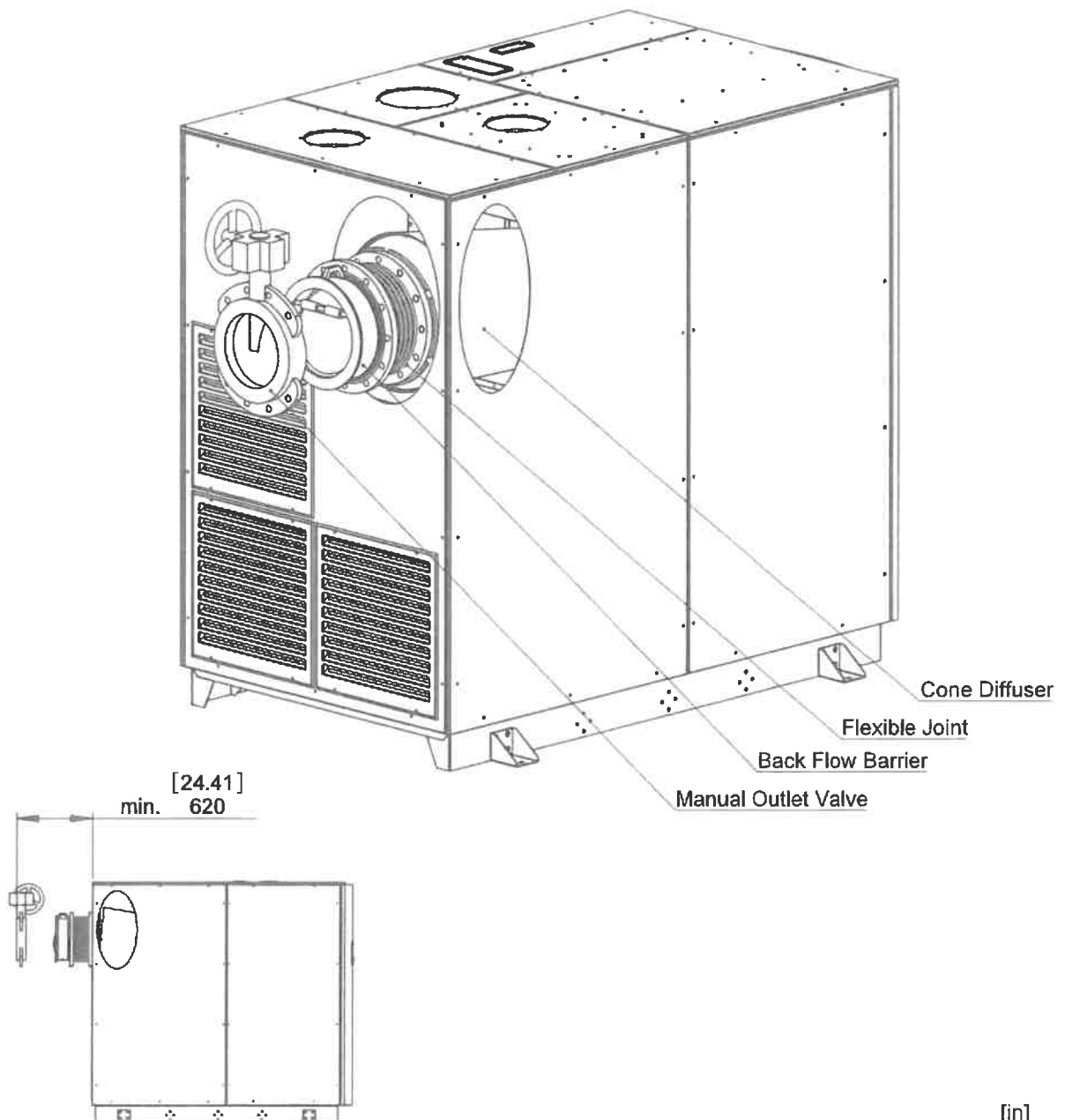
Code: 103808

Scale: 1:20

Revision: A

Date: 28.9.2012

Drawn: A.Kangas



ABS turbocompressor accessories are applicable for use with ABS turbocompressors.

[in]
mm
SHEET 1 / 1



November 3, 2004

HIGH SPEED COMPRESSOR TEST CODES

The high speed compressors developed by High Speed Tech Oy Ltd have been tested at Laboratory of Fluid Dynamics at Lappeenranta University of Technology and at HST Lappeenranta factory, where similar test loop facilities have been built.

There are no standard test codes applicable for integrated high speed compressors. Therefore, the test following test codes have been applied

- ISO 5389:1992 Turbocompressors
- VDI 2045:1993 Acceptance and Performance Tests on Turbo Compressors and Displacement Compressors
- ASME PTC 10 – 1974 / Reaffirmed 1986 Compressors and Exhausters

Main difference is the compact integration of the compressor and motor. As they can not be separated, the measurement of only the compressor shaft power is not possible and therefore unnecessary to follow within the various test codes.

The main quantities measured and investigated in the tests are:

- overall electric power
- pressure ratio of the compressor
- the capacity of the compressor

Power

The standards put a strong emphasis on the thermal equilibrium of the turbo compressor. The long measurement tests at LUT have shown that the overall power (which power is solely used in declaring the HST performance) reaches quickly a constant level, while the power balance between the motor and the drive (compressor) takes much longer time to be correctly measured (for example ASME PTC 10 requires minimum of 30 minutes between points).

The HST measurement routine allows a longer start time for the first measurement, but the following test points are reached within minutes. The measurement software informs the personnel as an adequate measurement point is achieved and a new valve position can be chosen.

Pressure ratio

The pressures are measured in the pressure measuring stations before and after the compressor. The locations of the four static taps, the distances of flow straightening and the method of the measurements are performed as defined in both PTC 10 and ISO 5389.

The capacity of the compressor

ISO 5389 states that the flow measurements are done according to ISO 5167, which acknowledges both the long radius and ISA 1932 nozzles. By comparison, the uncertainty coefficient of the ISA 1932 is lower than the long radius nozzle. The use of ISA 1932 at the inlet of the compressor enables us to make the flow measurements in almost constant conditions and improves further the reliability of the measurements.

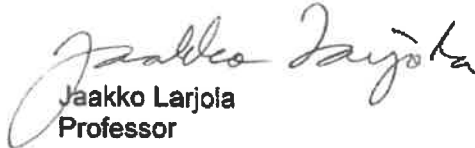
The ASME PTC 10 includes only the long radius nozzle, but states that under bilateral agreements, the interested parties can agree upon the type of metering device suited for the conditions and the



choice shall be stated in the test report. As the chosen device is ISA 1932 mentioned in the international standard, it is our understanding that ISA 1932 also fulfils the requirements of PTC 10.

The flow is measured in the inlet conditions and the only leakage of the machine is through a multi knife radial labyrinth seal between the base of the impeller and compressor base. Due to relative small pressure difference, this leakage is less than 1% and very difficult to measure. The ISO 5389 states that in these circumstances appropriate corrections shall be agreed between the manufacturer and purchaser. PTC 10 states that the capacity is the net rate of flow compressed and delivered. The HST margin covers this difference in measurements.

In Lappeenranta, November 3, 2004


Jaakko Larjola
Professor


Jari Backman
Professor

HST™ Turbocompressor *

Sulzer Pumps Solutions Inc. ("Manufacturer") warrants the above referenced Sulzer brand equipment ("Products"):

- i) will be of the kind and quality as described in the contract, and
- ii) will be free of material defects in workmanship and material, and
- iii) will, to the extent required for its functioning, be free from defects in design. However, Manufacturer shall not be held responsible for (i) selection or choice of products for a general or specific use, including quantities or sizing of products; or (ii) the design of the Products (including the selection of the materials) if the design and/or the selection of the materials was not chosen or provided by Manufacturer.

The warranty shall begin upon the delivery of the Products and expire on the earliest of the below dates ("Warranty Period"):

- i) twenty-four (24) months from date of installation of the Products; or
- ii) thirty (30) months from the date the Manufacturer made the relevant Products available for delivery.

This warranty is contingent upon start-up of the Products on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative, as well as any other documentation required by Manufacturer to support the claim.

In the event that Manufacturer undertakes any repair or replacement of any Products or parts thereof in accordance with its obligations under this warranty, such repaired or replaced part shall be warranted in accordance with this warranty for a period of ninety (90) days from the date of completion thereof or until the end of the Warranty Period, whichever expires later. Such extended Warranty Period shall under no circumstances exceed a period of ninety (90) days after the end of the original Warranty Period.

If during the Warranty Period, any Products or parts thereof fail to meet the requirements set out in this warranty, the purchaser or end user shall immediately provide written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify, or replace the affected product(s) or part(s) thereof at Manufacturer's sole option. Manufacturer shall be liable for Manufacturer's own costs incurred as a result of such action only. In no event shall Manufacturer be responsible for the cost of providing access to the Products or parts thereof, or costs of disassembly, removal or reinstallation of any Products or parts thereof. Product(s) or part(s) thereof repaired or replaced under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered. Explosion-proof or other agency approved Products must be repaired at a Manufacturer's authorized service center in order to retain the agency's approval rating.

This warranty shall not apply and shall terminate immediately if the faults or defects referred to herein cannot be proved to be a result of Manufacturer's failure under this warranty. Such exclusions from warranty shall include, but not be limited to, any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) stored outside and/or in a non-climate controlled environment, installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as air filters, batteries, VFD, and MBC cooling fans and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer's equipment.

All protection features (such as fuses, motor and VFD over temperature, over pressure, shaft position, etc.) incorporated in the Products must be properly connected to Manufacturer supplied or approved monitoring device(s) for warranty coverage. This warranty is valid only if alarm monitoring components, cables, and/or control components/panels supplied or authorized by Manufacturer are used. If protection feature(s) is(are) not connected, for any reason, it must be approved, in writing, by the Manufacturer, to validate the warranty coverage.

Manufacturer shall not be liable for any special, indirect, consequential, incidental, or punitive damages, or profit loss of any kind. Unless authorized in writing by Manufacturer, Manufacturer shall not be responsible for damages for delay or expenses for rented (replacement) equipment, pump removal, installation, contractors, or repairs.

This warranty shall extend only to the initial end user.

CORRECTION OF NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED WITHIN THIS WARRANTY SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF MANUFACTURER TO PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND PARTS THEREOF, INCLUDING ANY SERVICES PERFORMED. MANUFACTURER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION IN RESPECT OF THE PRODUCTS AND PARTS THEREOF, INCLUDING ANY SERVICES PERFORMED OTHER THAN AS SPECIFIED IN THIS WARRANTY. ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW, OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

* This warranty is applicable to Products supplied by Sulzer Pump Solutions (US) Inc. or Sulzer Pumps Wastewater Canada, Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

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

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

PRODUCER
Cobbs, Allen & Hall, Inc.
115 Office Park Drive
Birmingham AL 35223

CONTACT
NAME: Lisa Shearon
PHONE (A/C, No, Ext): 205-414-8100 FAX (A/C, No): 205-414-8105
E-MAIL: Lshearon@cobbsallen.com
ADDRESS: Lshearon@cobbsallen.com

INSURED
Hydra Service (S), Inc.
250 Springview Commerce Dr.
Debarry FL 32713

License#: 79319
HYDRASERV

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alabama Self-Insured WC Fund	5502
INSURER B : Midwest Emp Casualty Co	23612
INSURER C : Travelers Casualty & Surety Co	19038
INSURER D : Travelers P&C of America	25674
INSURER E : Charter Oak Fire	25615
INSURER F : Cincinnati Insurance Company	10677

COVERAGES

CERTIFICATE NUMBER: 1129814993

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	Y6305P657162COF22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		8104P9043032214G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CUP4P9116072214 - \$5 Mil EXS0639334	1/1/2022 1/1/2022	1/1/2023 1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC10003886002022A - AL Only PSAL129001 - AL EL Cov UB4P9104992214G - Other States	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased & Rented Equipment		Y6305P657162COF22	1/1/2022	1/1/2023	Limit Deductible 300,000 1,000

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

Project: For all work performed for the County of Polk, Florida Polk County, a political subdivision of the State of Florida, is additional insured in regard to general and auto liability when required by written contract, per policy terms and conditions. Waiver of Subrogation in favor of Polk County, a political subdivision of the State of Florida, in regard to general liability and FL Workers Compensation when required by written contract and allowable by law, per policy terms conditions

CERTIFICATE HOLDER

CANCELLATION

Polk County A political subdivision of the State of Florida
330 West Church Street Room 150
Bartow FL 33831

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

AUTHORIZED REPRESENTATIVE

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