

SUBJECT

Report of Fiscal Year 2022/2023 emergency and sole source purchases that exceeded \$50,000.00. (No fiscal impact)

DESCRIPTION

The Polk County Procurement Ordinance #06-24 requires the procurement director to report annually emergency and sole source purchases that exceed \$50,000.00. The following is a list of such purchases:

Emergency Purchases:

Emergency purchase to Central Concrete Products, Inc. for roadway repairs at Alturas Babson Park Cut-Off Road in Lake Wales caused by Hurricane Ian in the amount of \$202,596.23. (Approved October 24, 2022) (EP 23-047).

Emergency purchase to Central Concrete Products, Inc. for roadway repairs at C Davis Road in Fort Meade caused by Hurricane Ian in the amount of \$108,864.44. (Approved October 27, 2022) (EP 23-050).

Emergency purchase to Tucker Paving, Inc. for roadway repairs at Eloise Loop Road in Winter Haven caused by Hurricane Ian in the amount of \$87,909.07. (Approved October 27, 2022) (EP 23-051).

Emergency purchase to Central Concrete Products, Inc. for roadway repairs at Lake Streety Road in Frostproof caused by Hurricane Ian in the amount of \$78,140.00. (Approved October 27, 2022) (EP 23-052).

Emergency purchase to Tucker Paving, Inc. for roadway repairs at Bridgers Avenue and 1st Street in Auburndale caused by Hurricane Ian in the amount of \$173,932.58. (Approved October 27, 2022) (EP 23-054).

Emergency purchase to Killebrew, Inc. for pipe repairs at Walker Road in Fort Meade caused by Hurricane Ian in the amount of \$132,770.00. (Approved October 27, 2022) (EP 23-056).

Emergency purchase to Denson Construction, Inc. for roadway and bridge repairs at Mount Pisgah Road in Fort Meade caused by Hurricane Ian in the amount of \$74,470.00. (Approved November 9, 2022) (EP 23-092).

Emergency purchase to MG Underground, LLC for culvert and end wall repairs at Mount Pisgah Road in Fort Meade caused by Hurricane Ian in the amount of \$53,475.73. (Approved December 14, 2022) (EP 23-151).

Emergency purchase to General Asphalt of Lakeland LLC for roadway repairs at CR 630 in Frostproof caused by Hurricane Ian in the amount of \$116,389.42. (Approved December 13, 2022) (EP 23-152).

Emergency purchase to Central Concrete Products, Inc. for roadway repairs at Camp Mack Road in Lake Wales caused by Hurricane Ian in the amount of \$178,665.76. (Approved December 27, 2022) (EP 23-165).

Emergency purchase to Mersino Dewatering, LLC. for pump and generator rentals needed for lift stations throughout the county caused by Hurricane Ian in the amount of \$55,166.55. (Approved January 24, 2023) (EP 23-206).

Emergency purchase to Big Dog Express of South FL, Inc. to assist with the collection of missed residential trash pickups by Advanced Disposal Services Solid Waste Southeast, Inc. in accordance with Emergency Order 22-03 in the amount of \$112,750.00. (Approved December 28, 2022) (EP 23-271).

Emergency purchase to Trash Taxi Corp. to assist with the collection of missed residential trash pickups by Advanced Disposal Services Solid Waste Southeast, Inc. in accordance with Emergency Order 22-03 in the amount of \$150,169.00. (Approved December 28, 2022) (EP 23-272).

Sole Sources:

Sole source purchase to American Pipeline Solutions, Inc. to provide ice pigging services to clean the sewer force main on County Road 54 in the amount of \$152,859.00. (Approved on September 19, 2022) (SS 23-017).

Sole source purchase to Facebook for social media advertisement to promote County tourism in the amount of \$62,661.65. (Approved on October 13, 2022) (SS 23-031).

Sole source purchase to NetCentric Technologies, Inc. dba Allyant to provide CommonLook annual software maintenance and support which provides PDF ADA licenses throughout the county in the amount of \$78,546.20. (Approved on October 25, 2022) (SS 23-045).

Sole source purchase to Stryker Pro Care Services to provide equipment, annual maintenance, and repairs to any of the County's Stryker and Lucas equipment such as ambulance stretchers and automated chest compression systems in the amount of \$678,324.19. (Approved on October 27, 2022) (SS 23-058).

Sole source purchase to Mercury Medical, Inc. for the replacement laryngoscope cameras, blades, and other supplies for both County and the City advanced life support engines in the amount of \$52,243.00. (Approved on October 31, 2022) (SS 22-060).

Sole source purchase to Teleflex, LLC for purchase of EZ-IO power drivers and IO needles for both County and the City advanced life support apparatus and engines in the amount of \$189,615.00. (Approved on November 15, 2022) (SS 23-106).

Sole source purchase to Central Square dba Superior, LLC for annual maintenance and support of the utilities division's central square billing and customer support software in the amount of \$83,111.01 (Approved on September 19, 2022) (SS 23-147).

Sole source purchase to Hydra Service, Inc. for the purchase and installation of Sulzer high speed turbo blowers at the Northeast Wastewater Treatment Plant in the amount of \$201,426.00. (Approved December 13, 2022) (SS 23-149).

Sole source purchase to Med Alliance Group, Inc. for the purchase of heads-up CPR equipment that allow paramedics to elevate a patients head to better administer CPR in the amount of \$227,119.27. (Approved on December 19, 2022) (SS 23-161).

Sole source purchase 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 \$148,483.01. (Approved on January 23, 2023) (SS 23-202).

Sole source purchase to Zoll Medical Corporation for the purchase of a 4-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 \$712,800.00. (Approved on January 27, 2023) (SS 23-204).

Sole source purchase to Aluma Tower Company for the purchase of a mobile radio tower/trailer combination to provide first responders the ability for two-way radio communication in the event of a disaster in the amount of \$119,229.27. (Approved on February 3, 2023) (SS 23-234).

Sole source purchase, as a result of Intent to Sole Source 23-159, to Premier Magnesia, LLC for the purchase of the chemical, thioguard, that is used in the treatment of wastewater in the amount of \$394,880.81. (Approved on February 3, 2023) (SS 23-238).

Sole source purchase to AssetWorks, Inc. for the purchase of annual software maintenance, support, hosting, and reporting for our current fleet management software in the amount of \$56,470.05. (Approved on March 8, 2023) (SS 23-299).

Sole source purchase to Centrisys Corporation for the rental of a centrifuge at the Northeast Wastewater Treatment Plant to elevate excess sludge in the amount of \$175,000.00. (Approved on April 12, 2023) (SS 23-362).

Sole source purchase to Ring Power Corporation for the repair and reconditioning of a compactor at the Northcentral Landfill in the amount of \$781,379.00 (Approved on May 3, 2023) (SS 23-382).

Sole source purchase to Fluid Control Specialties, Inc. for the purchase of Rotork actuators, maintenance, and repairs for communications with SCADA at both the Northeast and Imperial Lakes Wastewater Treatment Plants in the amount of \$150,000.00. (Approved on May 31, 2023) (SS 23-442).

RECOMMENDATION

Accept the report of emergency and sole source purchases 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 10-24-2022

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 Roads + Drainage

Proposed Emergency Purchase vendor CCP

Describe Emergency and action to be taken: Heavy rain from Hurricane Ian washed away the road in four locations. EP vendor will repair road washouts and re-open the road.

Date and Location of Emergency: Sept 28, 2022 Alturas - Babson Park Cutoff Rd

Actual Spend \$202,596.23

Actual spend \$202,596.23

Total cost or estimated cost of Emergency Purchase \$ 202,760 (Estimated cost must include unit costs)

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

Doug Gable 10-24-2022
Requestor Name PRINT Date


Signature, Division/Department Director's Approval

D Gable 10-24-22
Requestor Name SIGN Date


Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 10/21/22 Requisition #: _____ PO#: 23200425

Analyst: Michael Burrelto EP # 23-047

Insurance Received: _____

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

Date reported _____

Bid 22-439, Drainage Work and Culvert Replacement

Hurricane Ian Emergency Work- Alturas Babson Park Cut-off Rd.						Central Concrete Products, Inc.	
Bid Item #	FDOT Item #	Units	Approx Qty	Item	Unit Price	Total Amount	
3	104-10-3	LF	700	SEDIMENT BARRIER	\$ 2.00	\$ 1,400.00	
8	120-1	CY	90	REGULAR EXCAVATION	\$ 20.00	\$ 1,800.00	
9	120-6	CY	234	EMBANKMENT	\$ 30.00	\$ 7,020.00	
12	285-711	SY	130	OPTIONAL BASE (BASE GROUP 1) (GRADED AGGREGATE BASE) (14")	\$ 30.00	\$ 3,900.00	
13	285-711	SY	103	OPTIONAL BASE (BASE GROUP 1) (TYPE B - 12.5) (7")	\$ 40.00	\$ 4,120.00	
14	334-1-13	TN	54	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	\$ 105.00	\$ 5,670.00	
181	430-982-129	EA	2	MITERED END SECTION (CROSS DRAIN) (ROUND) (24")	\$ 1,700.00	\$ 3,400.00	
255	550-10-118	LF	70	FENCING (TYPE A) (0.0 - 5.0' HEIGHT) (RESET EXISTING)	\$ 15.00	\$ 1,050.00	
257	570-1-2	SY	745	PERFORMANCE TURF (SOD) (BAHIA)	\$ 4.00	\$ 2,980.00	
261		EA	12	NUCLEAR DENSITY TEST	\$ 60.00	\$ 720.00	
262		EA	4	PROCTOR T-180 or T-99	\$ 150.00	\$ 600.00	
		SY	655	OUT OF SCOPE: MILLING (1" DEPTH)	\$ 20.00	\$ 13,100.00	
		EA	4	OUT OF SCOPE: THERMOPLASIC MARKING	\$ 1,000.00	\$ 4,000.00	
		EA	1	OUT OF SCOPE: 24" JOINT REPAIR AT COTTAGE HILL	\$ 2,000.00	\$ 2,000.00	
	101-1	LS	1	MOBILIZATION	\$ 75,000.00	\$ 75,000.00	
	102-1	LS	1	MAINTENANCE OF TRAFFIC	\$ 25,000.00	\$ 25,000.00	
	110-1-1	LS	1	CLEARING & GRUBBING	\$ 51,000.00	\$ 51,000.00	
		LS	1	DEWATERING	\$ -	\$ -	
GRAND TOTAL (BASIS OF AWARD)						\$ 202,760.00	

SCHEDULE OF VALUES BY LOCATION

BID 22-439

Location	Bid Item	Description	Quantity	Unit	Unit Price	Amount	
6974 ABC Rd.	3	SEDIMENT BARRIER	200	LF	\$ 2.00	\$ 400.00	
	8	REGULAR EXCAVATION	18	CY	\$ 20.00	\$ 360.00	
	9	EMBANKMENT	54	CY	\$ 30.00	\$ 1,620.00	
	13	OPTIONAL BASE (BASE GROUP 11) (TYPE B - 12.5) (7")	30	SY	\$ 40.00	\$ 1,200.00	
	14	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	15	TN	\$ 105.00	\$ 1,575.00	
	255	FENCING (TYPE A) (0.0 - 5.0' HEIGHT) (RESET EXISTING)	50	LF	\$ 15.00	\$ 750.00	
	257	PERFORMANCE TURF (SOD) (BAHIA)	85	SY	\$ 4.00	\$ 340.00	
	261	NUCLEAR DENSITY TEST	3	EA	\$ 60.00	\$ 180.00	
	262	PROCTOR T-180 or T-99	1	EA	\$ 150.00	\$ 150.00	
				123	SY	\$ 20.00	\$ 2,460.00
				1	LS	\$ 1,000.00	\$ 1,000.00
				1	LS	\$ 15,000.00	\$ 15,000.00
				1	LS	\$ 5,000.00	\$ 5,000.00
				1	LS	\$ 13,000.00	\$ 13,000.00
			1	LS	\$ -	\$ -	
				Total	\$	43,035.00	
9699 ABC Rd.	3	SEDIMENT BARRIER	100	LF	\$ 2.00	\$ 200.00	
	8	REGULAR EXCAVATION	18	CY	\$ 20.00	\$ 360.00	
	9	EMBANKMENT	54	CY	\$ 30.00	\$ 1,620.00	
	13	OPTIONAL BASE (BASE GROUP 11) (TYPE B - 12.5) (7")	20	SY	\$ 40.00	\$ 800.00	
	14	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	10	TN	\$ 105.00	\$ 1,050.00	
	181	MITERED END SECTION (CROSS DRAIN) (ROUND) (24")	2	EA	\$ 1,700.00	\$ 3,400.00	
	255	FENCING (TYPE A) (0.0 - 5.0' HEIGHT) (RESET EXISTING)	20	LF	\$ 15.00	\$ 300.00	
	257	PERFORMANCE TURF (SOD) (BAHIA)	100	SY	\$ 4.00	\$ 400.00	
	261	NUCLEAR DENSITY TEST	3	EA	\$ 60.00	\$ 180.00	
	262	PROCTOR T-180 or T-99	1	EA	\$ 150.00	\$ 150.00	
				123	SY	\$ 20.00	\$ 2,460.00
				1	LS	\$ 1,000.00	\$ 1,000.00
				1	LS	\$ 20,000.00	\$ 20,000.00
				1	LS	\$ 5,000.00	\$ 5,000.00
			1	LS	\$ 10,000.00	\$ 10,000.00	
			1	LS	\$ -	\$ -	
				Total	\$	46,920.00	

SCHEDULE OF VALUES BY LOCATION

BID 22-439

3500 ABC Rd.	3	SEDIMENT BARRIER	200	LF	\$ 2.00	\$ 400.00
	8	REGULAR EXCAVATION	18	CY	\$ 20.00	\$ 360.00
	9	EMBANKMENT	72	CY	\$ 30.00	\$ 2,160.00
	13	OPTIONAL BASE (BASE GROUP 11) (TYPE B - 12.5) (7")	23	SY	\$ 40.00	\$ 920.00
	14	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	14	TN	\$ 105.00	\$ 1,470.00
	257	PERFORMANCE TURF (SOD) (BAHIA)	230	SY	\$ 4.00	\$ 920.00
	261	NUCLEAR DENSITY TEST	3	EA	\$ 60.00	\$ 180.00
	262	PROCTOR T-180 or T-99	1	EA	\$ 150.00	\$ 150.00
		OUT OF SCOPE- MILLING (1" DEPTH)	196	SY	\$ 20.00	\$ 3,920.00
		OUT OF SCOPE- THERMO MARKING	1	LS	\$ 1,000.00	\$ 1,000.00
		MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00
		MAINTENANCE OF TRAFFIC	1	LS	\$ 5,000.00	\$ 5,000.00
		CLEARING & GRUBBING	1	LS	\$ 13,000.00	\$ 13,000.00
		DEWATERING	1	LS	\$ -	\$ -
		Total			\$ 44,480.00	
Cottage Hill at ABC Rd.						
	3	SEDIMENT BARRIER	200	LF	\$ 2.00	\$ 400.00
	8	REGULAR EXCAVATION	36	CY	\$ 20.00	\$ 720.00
	9	EMBANKMENT	54	CY	\$ 30.00	\$ 1,620.00
	12	OPTIONAL BASE (BASE GROUP 11) (GRADED AGGREGATE BASE) (14")	130	SY	\$ 30.00	\$ 3,900.00
	13	OPTIONAL BASE (BASE GROUP 11) (TYPE B - 12.5) (7")	30	SY	\$ 40.00	\$ 1,200.00
	14	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	15	TN	\$ 105.00	\$ 1,575.00
	257	PERFORMANCE TURF (SOD) (BAHIA)	330	SY	\$ 4.00	\$ 1,320.00
	261	NUCLEAR DENSITY TEST	3	EA	\$ 60.00	\$ 180.00
	262	PROCTOR T-180 or T-99	1	EA	\$ 150.00	\$ 150.00
		OUT OF SCOPE- 24" RCP JOINT REPAIR	1	EA	\$ 2,000.00	\$ 2,000.00
		OUT OF SCOPE- MILLING (1" DEPTH)	213	SY	\$ 20.00	\$ 4,260.00
		OUT OF SCOPE- THERMO MARKING	1	LS	\$ 1,000.00	\$ 1,000.00
		MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
		MAINTENANCE OF TRAFFIC	1	LS	\$ 10,000.00	\$ 10,000.00
		CLEARING & GRUBBING	1	LS	\$ 15,000.00	\$ 15,000.00
		DEWATERING	1	LS	\$ -	\$ -
		Total			\$ 68,325.00	
		TOTAL BID			\$ 202,760.00	

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

Date of Request for Emergency Purchase 10-24-2022

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 Roads + Drainage

Proposed Emergency Purchase vendor CCP

Describe Emergency and action to be taken: Heavy rain from Hurricane Ian washed away the storm culvert crossing under the road. EP vendor will repair the culvert and re-open the road.

Date and Location of Emergency: Sept 28, 2022 C Davis Rd

Total cost or estimated cost of Emergency Purchase \$ 137,750 Actual Spend \$108,864.44
(Estimated cost must include unit costs)

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

Doug Gable 10-24-2022
Requestor Name PRINT Date


Signature, Division/Department Director's Approval

D Gable 10-24-22
Requestor Name SIGN Date


Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 10/27/22 Requisition #: _____ PO#: 23200886

Analyst: Michael Curren EP # 23-050

Insurance Received: _____

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

Date reported _____

Bid 22-439, Drainage Work and Culvert Replacement

Ian Emergency Repair Work -C Davis Rd.						Central Concrete Products, Inc.	
Bid Item #	FDOT Item #	Units	Approx Qty	Item	Unit Price	Total Amount	
8	120-1	CY		REGULAR EXCAVATION	\$ 20.00	\$ -	
9	120-6	CY	1660	EMBANKMENT	\$ 30.00	\$ 49,800.00	
65	430-17	LF	40	PIPE CULVERT (CMP ALUMINIZED TYPE II) (ELIP/ARCH) (30")	\$ 110.00	\$ 4,400.00	
76	430-17	LF	80	PIPE CULVERT (PVC ASTM F 949) (or PPP) (ROUND) (36")	\$ 140.00	\$ 11,200.00	
255	550-10-118	LF		FENCING (TYPE A) (0.0 - 5.0' HEIGHT) (RESET EXISTING)	\$ 15.00	\$ -	
257	570-1-2	SY	1400	PERFORMANCE TURF (SOD) (BAHIA)	\$ 4.00	\$ 5,600.00	
261		EA	10	NUCLEAR DENSITY TEST	\$ 60.00	\$ 600.00	
262		EA	1	PROCTOR T-180 or T-99	\$ 150.00	\$ 150.00	
	101-1	LS	1	MOBILIZATION	\$ 50,000.00	\$ 50,000.00	
	102-1	LS	1	MAINTENANCE OF TRAFFIC	\$ 2,000.00	\$ 2,000.00	
	110-1-1	LS	1	CLEARING & GRUBBING	\$ 5,000.00	\$ 5,000.00	
		LS	0	DEWATERING	\$ -	\$ -	
OUT OF SCOPE ITEMS							
OOS 1	Special	SY	450	OUT OF SCOPE: ROAD CLAY (8")	\$ 20.00	\$ 9,000.00	
GRAND TOTAL (BASIS OF AWARD)						\$ 137,750.00	

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

Date of Request for Emergency Purchase 10-24-2022

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 Roads + Draining

Proposed Emergency Purchase vendor Tucker Paving

Describe Emergency and action to be taken: Heavy rain from Hurricane Ian caused groundwater to rise and saturated road base causing pavement failure. EP vendor will repair pavement and re-open the road.

Date and Location of Emergency: Sept 28 2022 Elise Loop Rd

Total cost or estimated cost of Emergency Purchase \$ 96,396.35 Actual Spend 87,909.07
(Estimated cost must include unit costs)

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

Doug Gable 10-24-2022
Requestor Name PRINT Date


Signature, Division/Department Director's Approval

D Gable 10-24-22
Requestor Name SIGN Date


Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 10/27/22 Requisition #: _____ PO#: 23201051

Analyst: Michael Guerrero EP # 23051

Insurance Received: _____

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

Date reported _____



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Polk County Roads & Drainage; Doug Gable	Contact:	
Address:	3000 Sheffield Road Winter Haven, FL 33880	Phone:	(863) 535-2285
Project Name:	Eloise Loop Road Emergency Repair - Hurricane Ian	Fax:	
Project Location:		Bid Number:	22-694
		Bid Date:	10/10/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
REGULAR EXCAVATION	260.00	CY	\$2.00	\$520.00
EMBANKMENT	325.00	CY	\$24.00	\$7,800.00
OUT OF SCOPE:OPTIONAL BASE (BASE GROUP 11) (GRADED AGGREGATE BASE) (12")	139.00	SY	\$35.00	\$4,865.00
SUPERPAVE ASPHALTIC CONC, TRAFFIC C (9.5")	16.00	TON	\$164.00	\$2,624.00
MOBILIZATION	1.00	LS	\$27,475.15	\$27,475.15
MAINTENANCE OF TRAFFIC	1.00	LS	\$15,170.01	\$15,170.01
CLEARING & GRUBBING	1.00	LS	\$27,431.98	\$27,431.98
DEWATERING	1.00	LS	\$10,510.21	\$10,510.21

Total Bid Price: \$96,396.35

Notes:

- *** MAINTENANCE OF TRAFFIC WILL BE ROAD CLOSE BY SIGNS AND CONES THAT ARE ONSITE.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tucker Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com</p>
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**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR EMERGENCY PURCHASE FORM**

Date of Request for Emergency Purchase 10-24-2022

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 Road and Drainage

Proposed Emergency Purchase vendor CCP

Describe Emergency and action to be taken: Heavy rain from Hurricane Ian washed away the storm culvert crossing under the road. EP vendor will repair the culvert and re-open the road.

Date and Location of Emergency: Sept 28, 2022 Lake Streety Rd

Actual Spend \$78,140.00

Total cost or estimated cost of Emergency Purchase \$ 120,268 (Estimated cost must include unit costs)

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

Doug Gable 10.24.2022
Requestor Name PRINT Date


Signature, Division/Department Director's Approval

D Gable 10.24.2022
Requestor Name SIGN Date

Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 10/27/22 Requisition #: _____ PO#: 23200890

Analyst: Michel GUERRERO EP # 23-052

Insurance Received: _____

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

Date reported _____

Bid 22-439, Drainage Work and Culvert Replacement

Ian Emergency Repair Work - Lake Streety						Central Concrete Products, Inc.	
Bid Item #	FDOT Item #	Units	Approx Qty	Item	Unit Price	Total Amount	
9	120-6	CY	1100	EMBANKMENT	\$ 30.00	\$ 33,000.00	
76	430-17	LF	40	PIPE CULVERT (PVC ASTM F 949) (or PPP) (ROUND) (36")	\$ 140.00	\$ 5,600.00	
255	550-10-118	LF	150	FENCING (TYPE A) (0.0 - 5.0' HEIGHT) (RESET EXISTING)	\$ 15.00	\$ 2,250.00	
257	570-1-2	SY	667	PERFORMANCE TURF (SOD) (BAHIA)	\$ 4.00	\$ 2,668.00	
261		EA	10	NUCLEAR DENSITY TEST	\$ 60.00	\$ 600.00	
262		EA	1	PROCTOR T-180 or T-99	\$ 150.00	\$ 150.00	
	101-1	LS	1	MOBILIZATION	\$ 35,000.00	\$ 35,000.00	
	102-1	LS	1	MAINTENANCE OF TRAFFIC	\$ 2,000.00	\$ 2,000.00	
	110-1-1	LS	1	CLEARING & GRUBBING	\$ 5,000.00	\$ 5,000.00	
		LS	0	DEWATERING	\$ -	\$ -	
OUT OF SCOPE ITEMS							
OOS 1	Special	SY	850	OUT OF SCOPE: ROAD CLAY (8")	\$ 20.00	\$ 17,000.00	
OOS 1	Special	SY	850	OUT OF SCOPE: ROAD SHELL (6")	\$ 20.00	\$ 17,000.00	
GRAND TOTAL (BASIS OF AWARD)						\$ 120,268.00	

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

Date of Request for Emergency Purchase 10-24-2022

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 ROADS and DRAINAGE

Proposed Emergency Purchase vendor Tucker Paving

Describe Emergency and action to be taken: A utility contractor accidentally hit a gas main and caused significant damage to county road. EP vendor will repair road and re-open to traffic.

Date and Location of Emergency: Oct 12, 2022 Bridger Ave @ 1st St

Actual Spend \$173,932.58

Total cost or estimated cost of Emergency Purchase \$ 199,986.16 (Estimated cost must include unit costs)

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

Doug Gable 10-24-22
Requestor Name PRINT Date


Signature, Division/Department Director's Approval

D Gable 10-24-22
Requestor Name SIGN Date


Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 10/27/22 Requisition #: _____ PO#: 23200892

Analyst: Michel Guerrier EP # 23054

Insurance Received: _____

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

Date reported _____



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Polk County Roads & Drainage; Doug Gable	Contact:	
Address:	3000 Sheffield Road Winter Haven, FL 33880	Phone:	(863) 535-2285
Project Name:	Bridgers Emergency Repair	Fax:	
Project Location:		Bid Number:	22-723
		Bid Date:	10/18/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
REGULAR EXCAVATION	260.00	CY	\$2.00	\$520.00
EMBANKMENT	167.00	CY	\$24.00	\$4,008.00
OUT OF SCOPE: #57 STONE - 2' DEPTH	250.00	SY	\$70.00	\$17,500.00
OPTIONAL BASE (BASE GROUP 11) (GRADED AGGREGATE BASE) (14")	223.00	SY	\$40.00	\$8,920.00
SUPERPAVE ASPHALTIC CONC, TRAFFIC C (9.5")	25.00	TON	\$164.00	\$4,100.00
PIPE CULVERT (RCP) (ROUND) (15")	48.00	LF	\$60.00	\$2,880.00
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	12.00	SY	\$5.00	\$60.00
PERFORMANCE TURF (SOD) (BAHIA)	250.00	SY	\$4.00	\$1,000.00
MOBILIZATION	1.00	LS	\$59,613.06	\$59,613.06
MAINTENANCE OF TRAFFIC	1.00	LS	\$22,400.80	\$22,400.80
CLEARING & GRUBBING	1.00	LS	\$57,826.10	\$57,826.10
DEWATERING	1.00	LS	\$21,158.20	\$21,158.20

Total Bid Price: \$199,986.16

Notes:

- *** EXCLUDES WATER MAIN REPAIR. IF NECESSARY PRICING WILL BE REVISED.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tucker Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com</p>
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**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
JUSTIFICATION FOR *EMERGENCY* PURCHASE FORM**

Date of Request for Emergency Purchase 10-24-2022

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 Roads & Drainage

Proposed **Emergency Purchase** vendor Killebrew, Inc

Describe **Emergency** and action to be taken: Three existing CMP pipes in parallel crossing under Walker Road (road #242101) failed due to excessive stormwater runoff from Hurricane Ian. The failed pipe crossing caused Walker Rd to overtop and washout across its full width. Repair includes replacement of the failed pipes and clay road reconstruction.

Date and Location of **Emergency**: On Walker Rd approximately 0.80 miles west of District Line Rd on 9/29/22

Total cost or estimated cost of **Emergency Purchase** \$ 133,645.00 Actual Spend \$132,770.00
(Estimated cost must include unit costs)

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

Austin W. Potts 10/24/22
Requestor Name PRINT Date

Austin W. Potts 10-24-22
Requestor Name SIGN Date

[Signature]
Signature, Division/Department Director's Approval

[Signature]
Signature, Procurement Director/Designee Date



PROCUREMENT USE ONLY

Date Received: 10/27/22 Requisition #: _____ PO#: 23201108

Analyst: Michael Guesser EP # 23-056

Insurance Received: _____

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

Date reported _____

Bid 22-439, Drainage Work and Culvert Replacement

Walker Rd Emergency Repair - Hurricane Ian					Central Concrete Products, Inc.		Killebrew, Inc.		MG Underground, LLC		Tucker Paving, Inc.	
Bid Item #	FDOT Item #	Units	Approx Qty	Item	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
4	104-11	LF	100	FLOATING TURBIDITY BARRIER	\$ 15.00	\$ 1,500.00	\$ 5.00	\$ 500.00	\$ 4.77	\$ 477.00	\$ 17.00	\$ 1,700.00
8	120-1	CY	130	REGULAR EXCAVATION	\$ 20.00	\$ 2,600.00	\$ 10.00	\$ 1,300.00	\$ 30.79	\$ 4,002.70	\$ 2.00	\$ 260.00
10	121-70	CY	140	FLOWABLE FILL	\$ 225.00	\$ 31,500.00	\$ 225.00	\$ 31,500.00	\$ 243.94	\$ 34,151.60	\$ 213.00	\$ 29,820.00
58	430-17	LF	135	PIPE CULVERT (CMP ALUMINIZED TYPE II) (ROUND) (48")	\$ 210.00	\$ 28,350.00	\$ 150.00	\$ 20,250.00	\$ 201.05	\$ 27,141.75	\$ 169.00	\$ 22,815.00
249	530-1-100	CY	15	RIP RAP, SAND-CEMENT BAGS	\$ 95.00	\$ 1,425.00	\$ 250.00	\$ 3,750.00	\$ 187.54	\$ 2,813.10	\$ 141.00	\$ 2,115.00
251	530-74	TN	10	BEDDING STONE	\$ 125.00	\$ 1,250.00	\$ 40.00	\$ 400.00	\$ 117.08	\$ 1,170.80	\$ 51.00	\$ 510.00
257	570-1-2	SY	15	PERFORMANCE TURF (SOD) (BAHIA)	\$ 4.00	\$ 60.00	\$ 3.00	\$ 45.00	\$ 5.87	\$ 88.05	\$ 4.00	\$ 60.00
261		EA	10	NUCLEAR DENSITY TEST	\$ 60.00	\$ 600.00	\$ 100.00	\$ 1,000.00	\$ 35.90	\$ 359.00	\$ 23.00	\$ 230.00
262		EA	2	PROCTOR T-180 or T-99	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 113.74	\$ 227.48	\$ 86.00	\$ 172.00
	101-1	LS	1	MOBILIZATION		\$ -	\$ 63,000.00	\$ 63,000.00		\$ -		\$ -
	102-1	LS	1	MAINTENANCE OF TRAFFIC		\$ -	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -
	110-1-1	LS	1	CLEARING & GRUBBING		\$ -	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -
		LS	0	DEWATERING		\$ -		\$ -		\$ -		\$ -
GRAND TOTAL (BASIS OF AWARD)						\$ 67,585.00		\$ 133,645.00		\$ 70,431.48		\$ 57,682.00
							SELECTED					

RCID 10/27/22 AM03:14

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

Date of Request for Emergency Purchase 10/24/2022

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 Roads & Drainage

Proposed Emergency Purchase vendor Denson Construction, Inc.

Describe Emergency and action to be taken: Mount Pisgah Road at the North side of Bridge 164414 has been washed out during Hurricane Ian. The area is approx. 15' W x 43' L x 7' D. Included are damages to the NW pre-cast wing wall. The proposed improvements are a new 17 LF of Scheme I retaining wall at the NW corner of the structure, rebuilding the approach roadway and shoulders

Date and Location of Emergency: 10/05/22 - 10/18/22 at Mt. Pisgah Rd (Bridge 164414)

Total cost or estimated cost of Emergency Purchase \$ 74,470.00 (Estimated cost must include unit costs)

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

Jose Fernandez 10/24/22

Requestor Name, PRINT Date

Jose Fernandez 10/24/22

Requestor Name SIGN Date



Signature, Division/Department Director's Approval

Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 11-9-22 Requisition #: _____ PO#: 23201408
 Analyst: Michael Guerrero EP # 23-092

Insurance Received: _____

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

Date reported _____



CONTRACTOR APPLICATION FOR PAYMENT

Prime Contractor:	Denson Construction, Inc. 4270 Holden Rd, Lakeland, FL 33811	Project:	Mc. Pisgah, Hurricane Ian Repair Purchase Order 21101626	Date:	10/18/2022
Sub-Contractor:	PHONE: 863-709-1001	Owner Name:	Polk County	Pay App No.:	1
		DOI Project No.:	2215	Period Start:	10/5/2022
			Prepared By:	Period End:	10/18/2022
					Pete Denson

Bid Item #	PAY ITEM	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT AMOUNT	THRU LAST PERIOD		CURRENT PERIOD		TO DATE		% COMPLETE
							QUANTITY	DOLLARS	QUANTITY	DOLLARS	QUANTITY	DOLLARS	
67	101-1	MOBILIZATION	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ -	1.00	\$ 25,000.00	100%	
69	110-1-1	CLEARING AND GRUBBING	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	1.00	\$ 15,000.00	100%	
67	102-1	MOT	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ -	1.00	\$ 20,000.00	100%	
70	PC-01	Dewatering	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ -	1.00	\$ 2,500.00	100%	
3	104-11	Floating Turbidity Barrier	LF	40.00	\$ 6.50	\$ 340.00	40.00	\$ 340.00	\$ -	40.00	\$ 340.00	100%	
5	120-1	Regular Excavation	CY	175.00	\$ 20.00	\$ 3,500.00	175.00	\$ 3,500.00	\$ -	175.00	\$ 3,500.00	100%	
8	120-6	Embankment	CY	80.00	\$ 10.00	\$ 800.00	80.00	\$ 800.00	\$ -	80.00	\$ 800.00	100%	
14	285-711	Optional Base (Base Grp 11) (Type B-12.5) (7")	SY	38.00	\$ 25.00	\$ 950.00	38.00	\$ 950.00	\$ -	38.00	\$ 950.00	100%	
15	400-2-11	Superpave Asphaltic Concrete (Traffic C) (9.5)	TN	4.20	\$ 250.00	\$ 1,050.00	4.20	\$ 1,050.00	\$ -	4.20	\$ 1,050.00	100%	
19	524-2-2	Concrete CL II (Retaining Walls)	CY	6.00	\$ 400.00	\$ 2,400.00	6.00	\$ 2,400.00	\$ -	6.00	\$ 2,400.00	100%	
55	524-2-2	Concrete Slope Pavement (4") (Non Reinforced)	CY	10.00	\$ 600.00	\$ 6,000.00	10.00	\$ 6,000.00	\$ -	10.00	\$ 6,000.00	100%	
57	530-4	Rip Rep (Rubble) (F&I) (Ditch Lining)	TN	5.00	\$ 250.00	\$ 1,250.00	5.00	\$ 1,250.00	\$ -	5.00	\$ 1,250.00	100%	
92	570-1-2	Performance Turf (Sod) (Bahia)	EA	20.00	\$ 4.50	\$ 90.00	20.00	\$ 90.00	\$ -	20.00	\$ 90.00	100%	
64		Nuclear Density Test	EA	12.00	\$ 70.00	\$ 840.00	12.00	\$ 840.00	\$ -	12.00	\$ 840.00	100%	
55		Proctor T-80	EA	1.00	\$ 150.00	\$ 150.00	1.00	\$ 150.00	\$ -	1.00	\$ 150.00	100%	
		Change Orders										#DIV/0!	
		Total				\$ 74,470.00		\$ 74,470.00	\$ -		\$ 74,470.00	100%	

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all work performed and materials supplied fully comply with the terms and conditions of the Subcontract Documents; (3) all previous progress payments received from Polk County for work done under the Subcontract referenced above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment; and (4) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all work performed and materials supplied fully comply with the terms and conditions of the Subcontract Documents; (3) all previous progress payments received from Polk County at the time of payment free and clear of all liens, claims, security interests and encumbrances.

ORIGINAL CONTRACT VALUE	\$ 74,470.00
TOTAL EXECUTED CHANGE ORDER VALUE	\$ -
ADJUSTED CONTRACT VALUE	\$ 74,470.00
AMOUNT BILLED TO DATE	\$ 74,470.00
RETAINAGE WITHHELD	0%
PREVIOUS PAYMENTS	\$ -
NET AMOUNT DUE THIS PERIOD	\$ 74,470.00

Notes & Comments

Approved By: Pete Denson Date: 10/19/2022

For Denson Construction, Inc. The individual who has before me signed the foregoing Affidavit and release on the date shown, being first duly sworn deposes and says that he is authorized to execute the foregoing on behalf of the said firm and that the statements contained herein are true. Sworn to me the undersigned authority, this 19th day of October, 2022 who is personally known to me or has produced Knowledge to me as identification, and who did/did not take an oath.

Notary Public Signature [Signature]
Commission # _____



Bridge Maintenance Repair
Estimate Sheet

Bridge 164414 - Emergency Repair Mt. Pisgah Rd				Denson Construction, Inc.		
BID ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
3	104-11	FLOATING TURBIDITY BARRIER	LF	40	\$ 8.50	\$ 340.00
5	120-1	REGULAR EXCAVATION	CY	175	\$ 20.00	\$ 3,500.00
8	120-6	EMBANKMENT	CY	80	\$ 10.00	\$ 800.00
14	285-711	OPTIONAL BASE (BASE GROUP 11) (TYPE B - 12.5) (7")	SY	38	\$ 25.00	\$ 950.00
15	334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	TN	4.2	\$ 250.00	\$ 1,050.00
19	400-2-11	CONC CLASS II (RETAINING WALLS)	CY	6	\$ 400.00	\$ 2,400.00
55	524-2-2	CONCRETE SLOPE PAVEMENT (4") (NON-REINFORCED)	SY	10	\$ 60.00	\$ 600.00
57	530-3-4	RIPRAP (RUBBLE)((F&I)(DITCH LINING)	TN	5	\$ 250.00	\$ 1,250.00
62	570-1-2	PERFORMANCE TURF (SOD)(BAHIA)	SY	20	\$ 4.50	\$ 90.00
64		NUCLEAR DENSITY TEST	EA	12	\$ 70.00	\$ 840.00
65		PROCTOR T-180	EA	1	\$ 150.00	\$ 150.00
67	101-1	MOBILIZATION*	LS	1	\$ 25,000.00	\$ 25,000.00
68	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 20,000.00	\$ 20,000.00
69	110-1-1	CLEARING AND GRUBBING	LS	1	\$ 15,000.00	\$ 15,000.00
70	PC-01	DEWATERING	LS	1	\$ 2,500.00	\$ 2,500.00
TOTAL						\$ 74,470.00

Est. Start Date:

Duration:

*Striping and RPMs are incidental to this pay item.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Equal Employment Opportunity.** *(Applicable to construction contracts only)*

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

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

2. **Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

3. **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

4. Debarment and Suspension. (Exhibit "A")

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

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

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

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

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

6. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

7. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

8. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

9. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

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

EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

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

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

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

SIGNATURE: _____

Ralph H. Denson, Jr. - PRESIDENT

COMPANY NAME: Denson Construction, Inc

DATE: 10/24/2022

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Denson Construction, Inc certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Denson Construction, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ralph F. Denson, Jr. President
Name and Title of Contractor's Authorized Official

10/24/2022
Date

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

Date of Request for Emergency Purchase 11/29/2022

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 Roads & Drainage

Proposed Emergency Purchase vendor MG Underground, LLC

Describe Emergency and action to be taken: Mount Pisgah Road has been washed out during Hurricane Ian between pipe SP127341 and SP127342 with damages to the 72" Triple CMP Endwall.

The proposed improvements are to restore the endwall, place flowable fill between the pipes to stabilize the NB Lane, install rubble riprap and sod disturbed areas

Date and Location of Emergency: 10/24/22 - 11/23/22 at Mt. Pisgah Rd (between pipe SP127341 and SP127342)

Total cost or estimated cost of Emergency Purchase \$ 53,475.73 (Estimated cost must include unit costs)

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

Jose Fernandez 11/29/22
Requestor Name PRINT Date

Jose A. Fernandez 11/29/22
Requestor Name SIGN Date


Signature, Division/Department Director's Approval


Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 12-14-22 Requisition #: _____ PO#: 23201987
Analyst: Michelle Guzman EP #: 23-151

Insurance Received: _____

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

Date reported _____



ROADS & DRAINAGE DIVISION

WORK ORDER FORM

PROJECT MANAGEMENT

PRINT

BID NAME: Drainage Work & Culvert Replacement

BID NO. 22-439

PROJECT NAME Mt. Pisgah Rd - Post Hurricane Ian Emergency Repair (Triple 72" CMP Endwall)

FUNDING SOURCE	Fund	Cost Center	Account	Project	Task
	14971	540152101	5663020	5400002	74

NTP ISSUED 10/14/22

SCHEDULE **START:** 10/24/22 **END:** 11/23/22

MAXIMUM COMPENSATION \$ 53,475.73

PROJECT MANAGER Jose Fernandez

CONTRACTOR MG Underground

COMMENTS Hurricane Ian
Emergency Repairs

MG Underground LLC
 509 Pool Branch Rd
 Fort Meade, FL 33841
 +1 8636066032
 bids@mgundergroundllc.com
 www.mgundergroundllc.com



INVOICE

BILL TO

Polk County, a political
 subdivision of the State of
 Florida
 Roads & Drainage Division
 3000 Sheffield Road
 Winter Haven, FL 33880

INVOICE # 1320
DATE 11/22/2022
DUE DATE 12/22/2022
TERMS Net 30

Inspector: Daniel C Pemble Jr. Digitally signed by Daniel C Pemble Jr. Date: 2022.12.06 09:28:06 -0500
 Lead Inspector: Alex Walter Digitally signed by Alex Walter Date: 2022.12.06 18:27:17 -0500
 Good/Services Rec. By Proj Mgr: Jose Ant. Felix Date: 11/22/22
 Approved By: JPM Print: JPM Date: 11-6-22
 Fund: 14971 Cost Ctr: 540152101 Acct: 5663020
 Proj#: 5400002 Task: 74 PO/Voucher# _____
 Contract #: 22-439

CONTRACT #
 Hurricane Ian

DESCRIPTION	QTY	RATE	AMOUNT
Sales SEDIMENT BARRIER 104-10-3	50	3.15	157.50
Sales STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC - 104-12	15	9.52	142.80
Sales REGULAR EXCAVATION - 120-1	15	30.79	461.85
Sales FLOWABLE FILL - 121-70	19	243.94	4,634.86
Sales RIP RAP, SAND-CEMENT BAGS 530-1-100	15	187.54	2,813.10
Sales RIPRAP - RUBBLE (DITCH LINING) (FURNISH AND INSTALL) - 530-3-004	25	109.26	2,731.50
Mobilization: Mobilization Crew cost 101-1	1	30,000.00	30,000.00
MOT Maint of Traffic 102-1	1	5,000.00	5,000.00
Clearing and Grubing Clearing and Grubbing 110-1-1	1	3,500.00	3,500.00
Dewatering Dewatering	1	3,000.00	3,000.00
Grassing Performance Turf Sod 570-1-2	176.17	5.87	1,034.12

Bid 22-439, Drainage Work and Culvert Replacement
Polk County - Mount Pisgah Rd - Emergency Repair (Triple 72" CMP
Endwall)
HURRICANE IAN

BALANCE DUE

\$53,475.73

By this affidavit, I attest to the correctness and accuracy of all quantities and unit prices on this invoice.


Signature, Jason F. Coleman, Managing Member, MG Underground

12/5/22
Date

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence
online notarization, this 10th day of December, 2022, by Jason Coleman
(Name of Person Acknowledging)

(Seal)




Signature of Notary Public
Katrina Marie McClelland
Print, Type or Stamp Name of Notary

Personally Known:
OR Produced Identification:
Type of Identification Produced: self

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. *(Applicable to construction contracts only)*

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

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

2. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

3. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

4. Debarment and Suspension. (Exhibit "A")

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

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

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

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

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

6. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

8. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

9. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

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

EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

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

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

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

SIGNATURE: _____

COMPANY NAME: MG Underground LLC

DATE: 10/24/22

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned MG Underground certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, MG Underground, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jason P. Coleman, Managing Member
Name and Title of Contractor's Authorized Official

10/24/02
Date

Original proposed mill depth of 1.5" was increased to 3.0" during construction due to the discovery of an existing petromat at the 1.5" depth. The mill depth was increased to get below the petromat layer, and as a result, increased the cost of both milling and asphalt.

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

Date of Request for Emergency Purchase 12-05-2022

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 Roads & Drainage

Proposed Emergency Purchase vendor General Asphalt of Lakeland, LLC

Describe Emergency and action to be taken: As a result of Hurricane Ian, CR 630 (#133402) was underwater up to 12" in depth. Since the flood waters have receded the asphalt surface has experienced advanced deterioration causing wide-spread delamination. Proposed repair is to mill 1.5" off the surface and pave SP-12.5 at 165 lb/SY (1.5").

Date and Location of Emergency: On CR 630 ~ 1.96 miles west of Peeples Rd on 9/29/22

Actual Spend \$116,389.42

\$120,879.38

Total cost or estimated cost of Emergency Purchase \$ ~~68,934.42~~ (Estimated cost must include unit costs)

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

Austin W Potts 12/05/22
Requestor Name PRINT Date

[Signature]
Signature, Division/Department Director's Approval

[Signature] 12-5-22
Requestor Name SIGN Date

[Signature] 1/31/23
Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 12-13-22 Requisition #: _____

PO#: 23202566

Analyst: [Signature]

EP # 23152

Insurance Received: _____

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

Date reported _____

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

Date of Request for Emergency Purchase 12-05-2022

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 Roads & Drainage

Proposed Emergency Purchase vendor General Asphalt of Lakeland, LLC

Describe Emergency and action to be taken: As a result of Hurricane Ian, CR 630 (#133402) was underwater up to 12" in depth. Since the flood waters have receded the asphalt surface has experienced advanced deterioration causing wide-spread delamination. Proposed repair is to mill 1.5" off the surface and pave SP-12.5 at 165 lb/SY (1.5").

Date and Location of Emergency: On CR 630 ~ 1.96 miles west of Peebles Rd on 9/29/22

Total cost or estimated cost of Emergency Purchase \$ 68,934.49 (Estimated cost must include unit costs)

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

Austin W. Potts 12/05/22
Requestor Name PRINT Date


Signature, Division/Department Director's Approval

 12-5-22
Requestor Name SIGN Date

Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 12-13-22 Requisition #: _____ PO#: _____

Analyst: Michael Curran EP # 23152

Insurance Received: _____

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

Date reported _____

Bid Sheet - FINAL

Group Name: CR 690 Emergency Repair (Hurricane Ian)

Project No.:

Total Length: 0.34 mi. **Width:** 24'

Scope:

Mill 1.5" and pave SP-12.5 at 165 lb/SY (1.5")



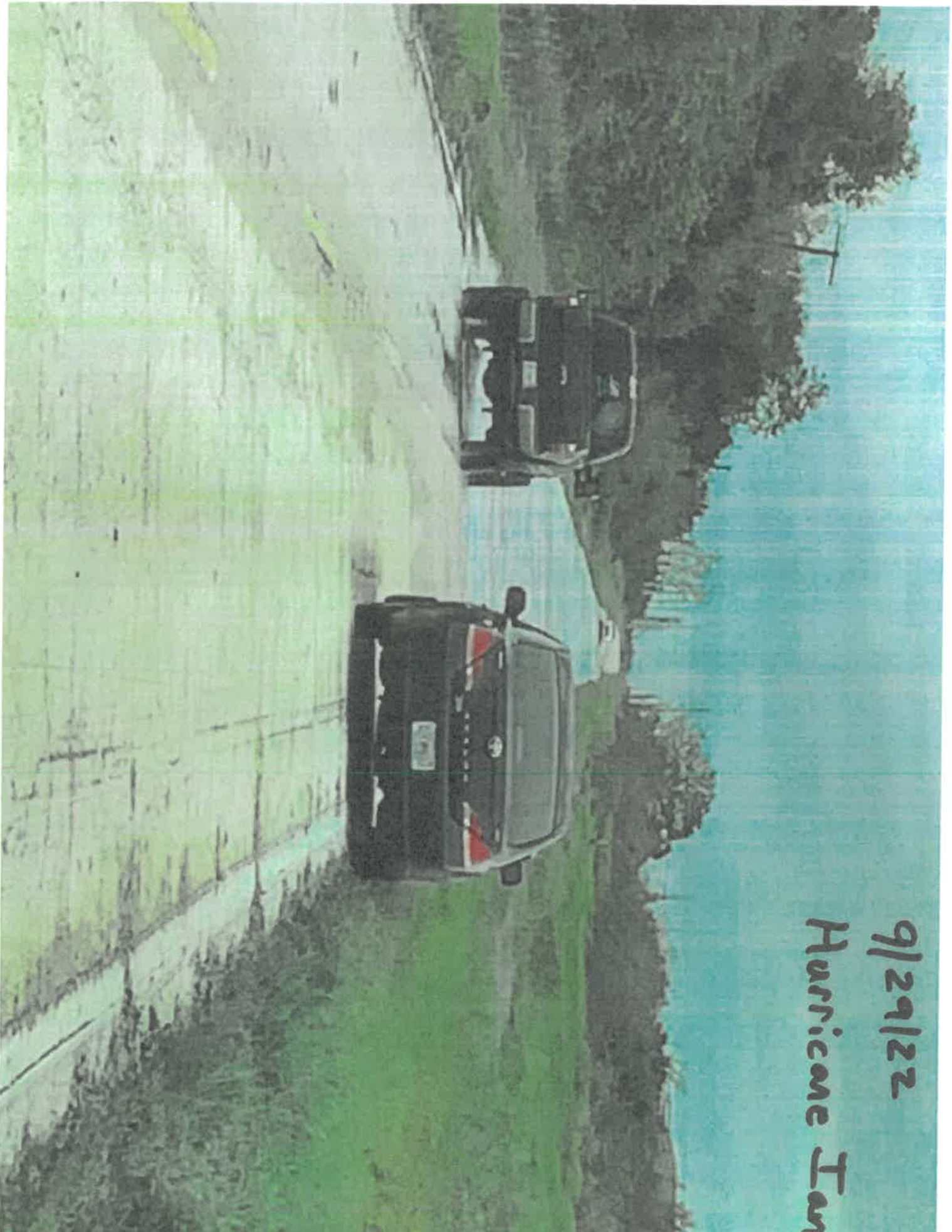
Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Cost
120	EXCAVATION AND EMBANKMENT				
120-2-2	Borrow Excavation (Truck Measure)	CY	200	\$ 25.00	\$ 5,000.00
	ROADWAY				
PC-001-3	Superpave Asphaltic Concrete (Traffic C, SP 12.5) Greater than 110 TN	TN	400	\$ 99.75	\$ 39,900.00
PC-002-1	Milling of Existing Asphalt Pavement for Projects 0 to 1.5" (Material retained by Contractor)	SY	4,800	\$ 1.25	\$ 6,000.00
	SHOULDER AND ROADSIDE				
570-1-2B	Performance Turf - Sod (Bahia)	SY	800	\$ 2.35	\$ 1,880.00
PC-011	Reflective Pavement Markers	EA			
PC-011-1	Reflective Pavement Marker (Remove)	EA	155	\$ 0.20	\$ 31.00
PC-011-2	Furnish/Install Bi-Directional Yellow Marker (A/A)	EA	140	\$ 4.14	\$ 579.60
PC-011-3	Furnish/Install Bi-Directional White/Red Marker (C/R)	EA	15	\$ 4.14	\$ 62.10
710	Painted Pavement Markings (710)				
11-111	Standard, White, Solid 6"	NM	0.690	\$ 1,202.26	\$ 829.56
11-231	Standard, Yellow, Stip 6"	GM	0.350	\$ 672.75	\$ 235.46
710	Durable Pavement Markings (710)				
711	Thermoplastic Pavement Markings (711)				
O/S	Out of Scope				
OS-1	O/S - Emergency Repair Mobilization Contingency (10%)	LS	1	\$ 8,150.00	\$ 8,150.00
				\$	6,266.77
			Grand Total		\$ 98,934.46
	Anticipated Start Date				December 8, 2022

PROJECT NOTES

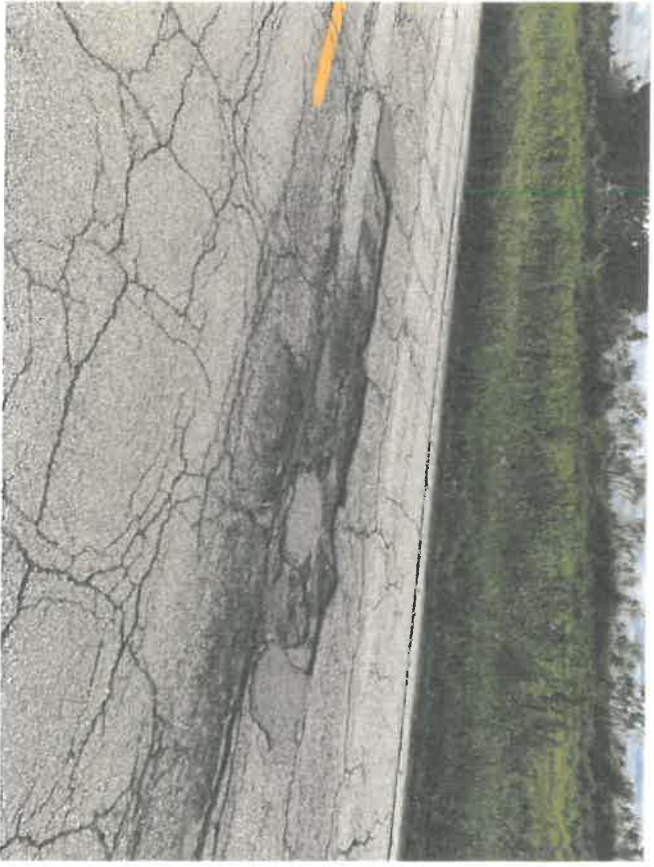
- 1 CONTRACTOR TO USE EXTREME CAUTION NOT TO TRACK ONTO ADJACENT ROADS.
- 2 LEVELING TO BE DETERMINED IN FIELD BY COUNTY INSPECTOR.
- 3 WORK HOURS IN THIS AREA WILL BE DETERMINED BY THE COUNTY INSPECTORS OR PROJECT MANAGER.
- 4 CONSIDER YOUR STAGING AREA FOR THIS GROUP. IF PRIVATE PROPERTY IS USED YOU MUST HAVE WRITTEN PERMISSION FROM THE ASSOCIATED PROPERTY OWNER PRIOR TO DOING SO.
- 5 WITH THIS BEING AN EMERGENCY REPAIR, WORK NEEDS TO BEGIN AS SOON AS POSSIBLE.

9/29/22

Hurricane Ian



11/15/22
Hurricane Ian



SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Equal Employment Opportunity**. (*Applicable to construction contracts only*)

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

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

2. **Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

3. **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

4. Debarment and Suspension. (Exhibit "A")

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

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

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

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

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

6. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

7. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

8. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

9. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

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

EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

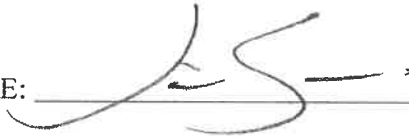
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.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

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

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

SIGNATURE: _____



COMPANY NAME: General Asphalt of Lakeland LLC

DATE: 10/04/2022

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned General Asphalt of Lakeland LLC certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, General Asphalt of Lakeland LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jamis Simmons
Name and Title of Contractor's Authorized Official

10/04/2022
Date

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

Date of Request for Emergency Purchase 12/21/2022

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 Polk County Roads & Drainage Division

Proposed Emergency Purchase vendor Central Concrete Products, Inc.

Describe Emergency and action to be taken: Rains from Hurricane Ian washed out approximately 750 lf

of roadside ditch along the south side of Camp Mack Road. The heavy erosion is threatening to undermine

Camp Mack road which is a one way in-out for the residents of Camp Mack. This section of roadside ditch is in need of immediate repairs.

Date and Location of Emergency: 9/29/2022 Camp Mack Road, just east of Barney Keen Road

Actual Spend \$178,665.76

(See Attached Estimate)

Total cost or estimated cost of Emergency Purchase \$ 225,248.70 (Estimated cost must include unit costs)

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

Conner Updike, P.E. 12/21/22

Requestor Name PRINT Date


Signature, Division/Department Director's Approval

 12/27/22
Requestor Name SIGN Date


Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 12-27-22 Requisition #: _____ PO#: 23202117

Analyst: Michelle Overman EP # 23-1105

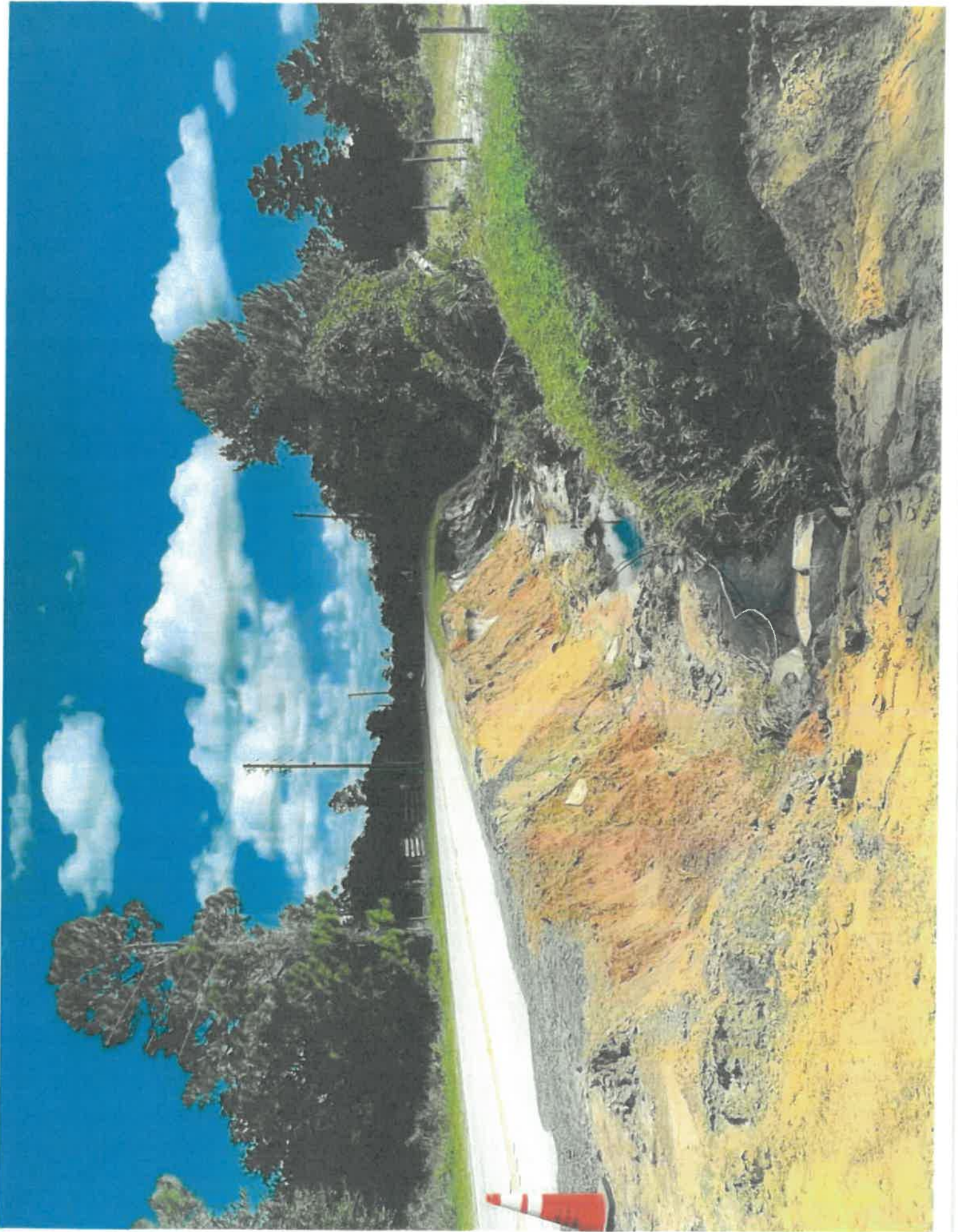
Insurance Received: _____

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

Date reported _____

Hurricane Ian Emergency Repairs - Camp Mack Rd.						Central Concrete Products, Inc.	
Bid Item #	FDOT Item #	Units	Approx Qty	Item	Unit Price	Total Amount	
2	104-1	SY	3000	ARTIFICIAL COVERINGS / ROLLED EROSION CONTROL PRODUCTS	\$ 5.00	\$ 15,000.00	
8	120-1	CY	1068	REGULAR EXCAVATION	\$ 20.00	\$ 21,360.00	
9	120-6	CY	2115	EMBANKMENT	\$ 30.00	\$ 63,450.00	
13	285-711	SY	154	OPTIONAL BASE (BASE GROUP 11) (TYPE B - 12.5) (7")	\$ 40.00	\$ 6,160.00	
14	334-1-13	TN	16.94	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	\$ 105.00	\$ 1,778.70	
255	550-10-118	LF	500	FENCING (TYPE A) (0.0 - 5.0' HEIGHT) (RESET EXISTING)	\$ 15.00	\$ 7,500.00	
257	570-1-2	SY	7500	PERFORMANCE TURF (SOD) (BAHIA)	\$ 4.00	\$ 30,000.00	
	101-1	LS	1	MOBILIZATION	\$ 35,000.00	\$ 35,000.00	
	102-1	LS	1	MAINTENANCE OF TRAFFIC	\$ 14,000.00	\$ 14,000.00	
	110-1-1	LS	1	CLEARING & GRUBBING	\$ 18,000.00	\$ 18,000.00	
				OUT OF SCOPE ITEMS			
	SPECIAL	LS	1	OUT OF SCOPE - THERMOPLASTIC MARKING	\$ 3,885.30	\$ 3,885.30	
	SPECIAL	LS	1	OUT OF SCOPE - 1" MILLING	\$ 7,000.00	\$ 7,000.00	
	SPECIAL	LS	1	OUT OF SCOPE - 18" 30" ERG PAVES, RESET & REPAIR	\$ 3,000.00	\$ 3,000.00	
GRAND TOTAL (BASIS OF AWARD)						\$ 225,248.70	

TYP



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The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

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

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

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(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

6. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

8. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

9. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

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

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

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

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

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Central Concrete Products, Inc. certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Central Concrete Products, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dale E. Lewis - V.P.

Name and Title of Contractor's Authorized Official

10/24/2021

Date

IAN

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

Date of Request for Emergency Purchase 10/17/2022

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 Mersino Dewatering, LLC.

Describe Emergency and action to be taken: Pump and generator rentals needed for power loss at lift stations and wastewater plants throughout the county during and after Hurricane Ian. Power was needed at the locations to prevent wastewater from overflowing into public areas and citizen's homes.

Date and Location of Emergency: 9/29/2022/ NE wastewater plant and lift stations (LS) throughout the county (LS 10,23,31,42,64,91,92,94,108,146, and 152)

Total cost or estimated cost of Emergency Purchase \$ 55,166.55 (Estimated cost must include unit costs)

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

Art Tillman

Requestor Name PRINT Date

Tamara Richards
Signature, Division/Department Director's Approval

Requestor Name SIGN Date

Michelle Sims 1/24/23
Signature, Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 01/24/23 Requisition #: 123103497 PO#: 23202568

Analyst: Ari Goldstein EP # 23-206

Insurance Received: 01/24/23

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

Date reported _____

Invoice

MERSINO DEWATERING, LLC
 900 N SQUIRREL ROAD, SUITE 210
 AUBURN HILLS, MI 48326
 (810) 658-3472

Date	Invoice #
10/13/2022	98439

Bill To
Polk County Utilities 1011 Jim Keene Boulevard Winter Haven, FL 33880

Ship To
559 Orange Cosmos Blvd. Davenport, FL

Project	Terms	Due Date	P.O. No.
50357 - Hurricane Ian Systems at PCU	Net 30	11/12/2022	

Description	Start Date	End Date	MDI Fleet#	Qty	Rate	Amount
Project: Hurricane Ian Systems						
Delivery Charge				1	285.00	285.00
Installation Charge - Labor				16	125.00	2,000.00
Two Week Minimum Rental - Pumps & Accessories	10/1/2022	10/14/2022				
8" Global Standard Trash Pump - SG			MP8098	1	3,708.00	3,708.00T
6" X 10' Flanged Composite Hose				2	150.00	300.00T
6" X 10' Crimped Suction Hose				3	150.00	450.00T
50' Float Assembly				1	90.00	90.00T
6" Check Valve				1	90.00	90.00T
8" Flange X 6" Concentric Reducer				2	72.00	144.00T
6" PQD X Flange				1	36.00	36.00T
Pickup Charge				1	285.00	285.00
Tax Exempt Sale					0.00%	0.00

Thank you for your business.		Total	USD 7,388.00
REMIT TO: MERSINO DEWATERING, LLC P.O. BOX 675406 DETROIT MI 48267-5406	Credit Card Payments 	Payments/Credits	USD 0.00
		Balance Due	USD 7,388.00

Invoice

MERSINO DEWATERING, LLC
 900 N SQUIRREL ROAD, SUITE 210
 AUBURN HILLS, MI 48326
 (810) 658-3472

Date	Invoice #
10/13/2022	98452

Bill To
 Polk County Utilities
 1011 Jim Keene Boulevard
 Winter Haven, FL 33880

Ship To
 200 Westview Rd
 Davenport, FL

Project	Terms	Due Date	P.O. No.
50357 - Hurricane Ian Systems at PCU	Net 30	11/12/2022	

Description	Start Date	End Date	MDI Fleet#	Qty	Rate	Amount
Project: Hurricane Ian Systems						
Delivery Charge				1	285.00	285.00
Two Week Minimum Rental 300 kVA Generator	9/30/2022	10/13/2022	300-04	1	8,610.00	8,610.00T
Pickup Charge				1	285.00	285.00
Tax Exempt Sale					0.00%	0.00

Thank you for your business.		Total	USD 9,180.00
REMIT TO: MERSINO DEWATERING, LLC P.O. BOX 675406 DETROIT MI 48267-5406	Credit Card Payments 	Payments/Credits	USD 0.00
		Balance Due	USD 9,180.00

Invoice

MERSINO DEWATERING, LLC
 900 N SQUIRREL ROAD, SUITE 210
 AUBURN HILLS, MI 48326
 (810) 658-3472

Date	Invoice #
10/13/2022	98472

Bill To
 Polk County Utilities
 1011 Jim Keene Boulevard
 Winter Haven, FL 33880

Ship To

Project	Terms	Due Date	P.O. No.
50357 - Hurricane Ian Systems at PCU	Net 30	11/12/2022	

Description	Start Date	End Date	MDI Fleet#	Qty	Rate	Amount
Project: Hurricane Ian Systems						
Delivery Charge - Per Unit				9	285.00	2,565.00
Installation Charges - Labor				28	125.00	3,500.00
Two Week Minimum Rental - Pumps & Accessories	9/29/2022	10/4/2022				
4" Global Standard Trash Pump - SG			MP4268	1	2,502.00	2,502.00T
4" Global Standard Trash Pump			MP4235	1	2,502.00	2,502.00T
4" Global Standard Trash Pump			MP4271	1	2,502.00	2,502.00T
4" Global Standard Trash Pump			MP492	1	2,502.00	2,502.00T
4" Global High-Performance Trash Pump			MP4186	1	2,502.00	2,502.00T
6" Global Standard Trash Pump			MP6197	1	3,708.00	3,708.00T
4" X 20' QD Suction Hose				7	136.66	956.62T
4" X 20' QD Suction Hose				3	136.66	409.98T
4" X 10' Flanged Composite Hose				2	136.66	273.32T
6" X 10' Flanged Composite Hose				3	151.33	453.99T
4" Fittings				8	43.33	346.64T
6" Fittings				3	54.00	162.00T
Two Week Minimum Rental - Generators & Accessories	9/29/2022	10/4/2022				

Thank you for your business.		Total
REMIT TO: MERSINO DEWATERING, LLC P.O. BOX 675406 DETROIT MI 48267-5406	Credit Card Payments 	Payments/Credits
		Balance Due

Invoice

MERSINO DEWATERING, LLC
 900 N SQUIRREL ROAD, SUITE 210
 AUBURN HILLS, MI 48326
 (810) 658-3472

Date	Invoice #
10/13/2022	98472

Bill To
 Polk County Utilities
 1011 Jim Keene Boulevard
 Winter Haven, FL 33880

Ship To

Project	Terms	Due Date	P.O. No.
50357 - Hurricane Ian Systems at PCU	Net 30	11/12/2022	

Description	Start Date	End Date	MDI Fleet#	Qty	Rate	Amount
65KVA Generator			65-1014	1	3,534.00	3,534.00T
70KVA Generator			7004	1	3,534.00	3,534.00T
100KVA Generator			100-15	1	4,080.00	4,080.00T
Pickup Charge - Per Unit				9	285.00	2,565.00
Tax Exempt Sale					0.00%	0.00

Thank you for your business.		Total	USD 38,598.55
REMIT TO: MERSINO DEWATERING, LLC P.O. BOX 675406 DETROIT MI 48267-5406	Credit Card Payments 	Payments/Credits	USD 0.00
		Balance Due	USD 38,598.55



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2022

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 Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta GA 30327	CONTACT NAME: Laura Jones	INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext): (404) 927-9143	FAX (A/C, No): (404) 503-9101	INSURER A: Zurich American Ins. Co.	
INSURED Mersino Management Company, LLC; Mersino Dewatering, LLC; Mersino Trenching, LLC; Global Pump Holdings, LLC 10162 E. Coldwater Road Davison MI 48423	E-MAIL ADDRESS: ljones@ironwoodins.com	INSURER B: Travelers Property Casualty Company of America		
		INSURER C: Markel American Insurance Company		
		INSURER D: Colony Insurance Company		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 22-23 W/Pollut Liab REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO0152781	04/01/2022	02/01/2023	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0152782	04/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			CUP3T16679822NF	04/01/2022	02/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 / A	WC0152779 / WC0152780	04/01/2022	02/01/2023	<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
C	Contractor's Equipment			MKLM2IM0000737	04/01/2022	02/01/2023	Limit \$30,000,000 Deductible \$5,000

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

Project: Work performed by Mersino Dewatering for Polk County. Polk County is an Additional insured for General Liability, and Automobile liability, for all work performed for the County, when required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds for General Liability and Workers Compensation when required by written contract; unless prohibited by specific state law.

CERTIFICATE HOLDER

CANCELLATION

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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Ironwood, a Marsh & McLennan Agency, LLC Co		NAMED INSURED Mersino Management Company, LLC; Mersino Dewatering, LLC;	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

D: Pollution Liability
Policy # CSP4279125
Colony Insurance Company
Effective 4/1/2022- 4/1/2023
Per Occurrence/Aggregate- \$2,000,000/\$2,000,000

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. *(Applicable to construction contracts only)*

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes

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

2. Contract Work Hours and Safety Standards Act. (Applicable to all awarded contracts related to "mechanics and labors" with a value greater than \$250,000)

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

3. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

4. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

5. Debarment and Suspension. (Exhibit “A”)

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

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

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

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

6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

7. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

8. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

9. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

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

EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Shawn Tandy

Mersino Dewatering

1/20/2023

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Marsino Dewaking certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Marsino Dewaking, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Shawn Tandy Branch Manager
Name and Title of Contractor's Authorized Official

1/20/2023
Date

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

Date of Request for Emergency Purchase 12/28/2022

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 and Recycling

Proposed Emergency Purchase vendor Big Dog Express of South Fl. Inc.

Describe Emergency and action to be taken: Recovery of residential solid waste

In accordance with Emergency Order 22-03

See Attached Justification

Actual Spend \$112,750.00

Date and Location of Emergency: 12/15/2022 - Ongoing

\$119,625 (ADD 1 month)
RR stops

Total cost or estimated cost of Emergency Purchase \$ 79,750.00 (Estimated cost must include unit costs)

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

B. COSEWELL
Requestor Name PRINT Date

[Signature]
Signature, Division/Department Director's Approval

[Signature]
Requestor Name SIGN Date

[Signature]
Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: _____ Requisition #: _____ PO#: 23201975
Buyer/CS Ken Brush EP# 23-271

Insurance Received: _____

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

Date reported _____

DECLARATION EXTENDING STATE OF LOCAL EMERGENCY 22-03

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Residential Waste Service Area 2")), has been missed by a Collector (as defined by Ordinance 13-069) and remains uncollected for several days to weeks; 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 November 22, 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; and

WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, conditions continue to exist requiring the extension of Declaration of State of Local of Emergency 22-03.

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND §252.38(3)(a), FLORIDA STATUTES, THE STATE OF LOCAL EMERGENCY DECLARED ON NOVEMBER 22, 2022, WITHIN THE BOUNDARIES OF POLK COUNTY, GENERALLY EAST OF U.S. HIGHWAY 17 TO INCLUDE RESIDENTIAL WASTE SERVICE AREA 2, AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS 2022 EAST RESIDENTIAL WASTE COLLECTION EMERGENCY IS HEREBY EXTENDED.

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 2nd day of March, 2023.

ATTEST:
STACY M. BUTTERFIELD, CLERK

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Ami Valle
Deputy Clerk

By: [Signature]
William Beasley, County Manager



Brush, Ken

From: Emilio Perez <tuiwarehouse@yahoo.com>
Sent: Thursday, February 23, 2023 4:12 PM
To: Cogswell, Brian
Cc: Dahl, William; Wood, Ana; Hickman, Erik; Norsworthy, Thomas; Brush, Ken
Subject: [EXTERNAL]: Re: County solid waste recovery Collection Services Agreement

Got . Thank you

Sent from my iPhone

On Feb 23, 2023, at 3:57 PM, Cogswell, Brian <BrianCogswell@polk-county.net> wrote:

Good afternoon haulers,

Per the Collection Service Agreement, Section 3 "Term," the County hereby notifies you it is extending the Agreement term through March 31st 2023. Please acknowledge receipt of this email.

Respectfully,

Brian Cogswell

Finance & Customer Service Manager
Polk County Waste & Recycling Division
10 Environmental Loop S
Winter Haven, FL 33880
Office (863) 284-4319
www.polk-county.net



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

Date of Request for Emergency Purchase 12/28/2022

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 and Recycling

Proposed Emergency Purchase vendor Big Dog Express of South Fl. Inc.

Describe Emergency and action to be taken: Recovery of residential solid waste

In accordance with Emergency Order 22-03 See Attached Justification

Date and Location of Emergency: 12/15/2022 - Ongoing

Total cost or estimated cost of Emergency Purchase \$ 79,750.00 (Estimated cost must include unit costs)

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

B. COSEWELL
Requestor Name PRINT Date

[Signature]
Signature, Division/Department Director's Approval

[Signature]
Requestor Name SIGN Date

[Signature]
Signature, Procurement Director's Approval Date

PROCUREMENT USE ONLY

Date Received: _____ Requisition #: _____ PO#: 23201975
Buyer/CS Ken Brush _____ EP # 23-271

Insurance Received: _____

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

Date reported _____

Polk County Waste & Recycling
Emergency Purchase for Recovery of Residential Solid Waste

On November 22, 2022, the Board declared a local State of Emergency arising from system failures in the County's timely residential waste collection in the unincorporated area of Polk County (see attached).

On November 23, 2022, the Board directed Waste & Recycling Division staff to develop and deploy a recovery team for the collection of solid waste collection. In accordance with this directive, Waste & Recycling solicited seven (7) local solid waste collection companies to provide a quote, if available and interested, for providing residential solid waste collection recoveries. Two (2) vendors responded with availability and pricing. Due to the urgent nature of this request, the County was unable to perform a competitive solicitation and negotiated an agreement with "Big Dog Express of South FL. Inc." and "Trash Taxi" with a monthly rate of \$86,473.00.

DECLARATION OF STATE OF LOCAL EMERGENCY 22-03

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Residential Waste Service Area 2")), has been missed by a Collector (as defined by Ordinance 13-069) and remains uncollected for several days to weeks; 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 November 22, 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, GENERALLY EAST OF U.S. HIGHWAY 17 TO INCLUDE RESIDENTIAL WASTE SERVICE AREA 2, AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS 2022 EAST 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 22nd day of November, 2022.

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: *Erin Valle*
Deputy Clerk

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *William Beasley*
William Beasley, County Manager



Brush, Ken

From: Cogswell, Brian
Sent: Monday, February 20, 2023 4:27 PM
To: Brush, Ken
Subject: RE: Emergency Purchase Form

County solid waste recovery 'Collection Services Agreement'



Cogswell, Brian

To ● Cogswell, Brian

Cc ● Dahl, William; ● Wood, Ana; ● erikhickman@polk-county.net; ● Norsworthy, Thomas

Bcc ● trashn1@aol.com; ● tuiwarehouse@yahoo.com

Retention Policy: Polk 5 Year Mailbox (5 years)

Expires: 1/22/2028

Good afternoon haulers,

Per the Collection Service Agreement, Section 3 "Term," the County hereby notifies you it is extending the Agreement

Respectfully,

Brian Cogswell

Finance & Customer Service Manager

Polk County Waste & Recycling Division

10 Environmental Loop S

Winter Haven, FL 33880

Office (863) 284-4319

www.polk-county.net



Respectfully,

Brian Cogswell

Finance & Customer Service Manager

Polk County Waste & Recycling Division

10 Environmental Loop S

Winter Haven, FL 33880

Office (863) 284-4319

www.polk-county.net

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT (the "Agreement") is made and entered as of the Effective Date defined in Section 25, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830, and Big Dog Express of South Florida, Inc., a Florida corporation ("Big Dog"), 691 East Main Street, Pahokee, Florida 33476 (each, a "Party;" together, the "Parties")

WHEREAS, the County awarded Advanced Disposal Services Solid Waste Southeast, Inc. ("Advanced") a franchise for the collection of Residential Solid Waste and Recyclable Materials within a certain area ("Service Area 2" as defined within the Advanced Contract) of unincorporated Polk County pursuant to a contract (the "Advanced Contract") dated December 6, 2016; and

WHEREAS, Advanced has been unable to timely recover its Missed Collections within Service Area 2 resulting in conditions which endanger the public health, safety, and welfare of Polk County citizens; and

WHEREAS, on November 22, 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; and

WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, the County will address the public health emergency by temporarily collecting (the "County Recovery Collections") those Missed Collections which Advanced does not timely recover pursuant to the Advanced Contract; and

WHEREAS, the County has sought waste collection professionals to assist in performing the County Recovery Collections until such time as Advanced has been able to implement a recovery plan which will allow it to meet its Advanced Contract obligations; and

WHEREAS, Big Dog is experienced in the collection of Residential Solid Waste and Recyclable Materials, has experience providing collection service from municipalities within Polk County, and has vehicles and personnel available to assist the County during the limited period the County anticipates having to conduct County Recovery Collections; and

WHEREAS, this Agreement is being entered into pursuant to the authorization of State of Local Emergency 22-03; and

WHEREAS, the County and Big Dog have agreed on the terms and conditions for Big Dog assisting with the County Recovery Collections as further described in this Agreement;

NOW, THEREFORE, in consideration of mutual covenants stated herein, the County and Big Dog hereby agree, as follows:

1. **Recitals.** The recitals stated above and true, correct, form the basis for this Agreement, and are incorporated herein by this reference.

2. **Definitions.** Terms used but not defined in this Agreement have the meanings defined in the Advanced Contract, a copy of which has been provided to Big Dog.

3. **Term.** The initial Agreement term (with any and all monthly extensions, the "Term") will commence as of the Effective Date and unless sooner terminated shall continue through January 31, 2023. Thereafter, the County may extend the Term on a month-to-month basis by providing Big Dog notice on or before the twenty-third (23rd) day of then-current month that the County will extend the Term into the following month. There is no limit to the number of available monthly extensions. Either Party may terminate the Agreement, with or without cause, by delivering thirty (30) days prior written notice to the other Party.

4. **Collection Services.**

a. Beginning December 26, 2022, or earlier if Big Dog in its discretion provides written notice to the County that it is available prior to December 26, 2022 to provide Collection Services (as defined herein), Big Dog shall provide on-call back-up curbside residential waste collection services (the "Collection Services") as the County may need from time to time to provide County Recovery Collections throughout Service Area 2. These services include collection of (i) Garbage and Recyclable Materials from 65-gallon and 95-gallon carts, plastic bags, and other containers; (ii) loose and containerized vegetative waste, and (iii) oversized discarded residential items such as furniture and appliances. Big Dog shall be available and provide Collection Services between 6:00 a.m. and 6:00 p.m. Monday through Saturday except for those days the North Central Landfill is closed for business (each Landfill operational day is a "Collection Day"). If Big Dog provides notice to the County that it is available prior to December 26, 2022, to provide Collection Services, it shall be compensated at the rate of \$1,600.00 per day for Collection Services performed prior to December 26, 2022. Any Collection Services provided on or after December 26, 2022 shall be compensated in accordance with Section 5 of this Agreement.

b. When the County requires Collection Services from Big Dog, it shall e-mail a service request to Big Dog at the e-mail address designated in Section 17, below, notifying the company where those services are needed and the collection type. Within one (1) hour after the service request is delivered, Big Dog shall reply and confirm receipt of the service request. Prior to 6:00 p.m. on the Collection Day following the day the County's service request is delivered, Big Dog shall deploy to the service request locations and collect all Residential Waste left curbside for collection. If upon arrival at any location there is no Residential Waste to be collected or circumstances exist which interfere or preclude the collection of curbside waste, then Big Dog shall immediately notify the County via both e-mail and telephone to receive further direction. Immediately upon completing the assigned Collection Services, Big Dog shall notify the County by e-mail. If at any time during the Agreement Term Big Dog is unable to timely deploy and perform Collection Services, then it shall immediately notify the County. If for any reason Big Dog cannot or does not timely deploy and perform Collection Services, then the County will have a right to set-off a proportional amount of the payment due Big Dog pursuant to Section 5. d., below.

c. Big Dog shall provide all necessary labor, equipment, and supervision necessary to provide the Collection Services. At the commencement of the Agreement Big Dog will provide the Collection Services utilizing one (1) rear load garbage truck with a two (2) person crew. At the County's request and within one (1) Collection Day after receiving the County's written request for additional assistance, Big Dog will provide the County a second rear load garbage truck with a two (2) person crew to provide Collection Services. Additionally, if the County requests Big Dog provide Collection Services with a small bodied styled satellite truck (Pup or

similar) and crew, then within one (1) Collection Day after receiving the County's written request, Big Dog will begin providing Collection Services with the smaller sized truck.

d. Big Dog acknowledges the County will engage other contractors to provide County Recovery Collections and that Big Dog will not be the exclusive provider of Collection Services as described in this Agreement.

5. Payment.

a. Subject to the County's rights stated in Section 5. d., below, the County shall pay Big Dog the sum of \$39,750.00 for the single rear load garbage truck and crew provided during the first thirty (30) days of the initial Agreement Term. This amount represents the full and complete cost for Big Dog to maintain, mobilize, and to deploy one truck/crew as the County may direct to provide the Collection Services. Big Dog shall receive no further compensation for providing the Collection Services including without limitation any performance incentive, retainage, or other amount stated in the Advanced Contract.

b. If the County requests Collection Services during any monthly Term extension, then the County will pay Big Dog the applicable thirty (30) day amount for such services as stated on the attached Exhibit "A" price list, subject to the County's rights stated in Section 5. d.

c. Big Dog shall invoice the County at the beginning of each month for the Collection Services to be provided that month utilizing the then-applicable rates. The County shall pay a verified invoice within thirty (30) days after its receipt of a correct invoice.

d. If on any Collection Day Big Dog cannot timely deploy and perform Collection Services or does not perform some or all of the Collection Services described in a Section 4. b. service request, then the County may deduct and set-off a proportionate amount from the monthly payment otherwise due Big Dog pursuant to this Section 5. The set-off amount shall be calculated based on the number of Collection Days Big Dog is not available or does not completely or partially provide Collection Services. The set-off amount for one (1) Collection Day shall equal the amount due pursuant to Section 5. a. or 5. b. divided by the number of Collection Days for the month when the set-off is necessary. As an example for illustration purposes only – for an invoice period with 25 Collection Days and a \$40,000.00 Section 5 monthly payment, a one day set-off amount would equal \$1,600.00. The set-off amount for a failure to timely perform all Collection Services described in a service request will be equitably determined based upon the one-day set off amount and the respective percentage of unperformed collections.

6. Disposal. Big Dog shall dispose of all waste collected in accordance with this Agreement at the County's North Central Landfill. The County will be responsible for the cost to dispose of the waste.

7. Spillage and Litter Control. Big Dog shall not (i) cause, release, or leave behind any litter or other material in violation of the Florida Litter Law (Section 403.413, Florida Statutes); or (ii) discharge any petroleum, hydraulic or any synthetic based fluid or products, or any leachate from its vehicles; while performing its Collection Services. Big Dog shall immediately clean up any such resulting litter or spillage.

8. Compliance with Laws. Big Dog shall comply with all local, state, and federal laws associated with the collection and transportation of municipal solid waste, whether now in effect or hereafter enacted.

9. Permits and Licenses. Big Dog, at its sole cost and expense, shall obtain and maintain throughout the Agreement term all permits, licenses, and approvals necessary or required for Big Dog to perform the work and services described herein.

10. Insurance.

a. From and after the Effective Date until this Agreement is terminated, Big Dog shall maintain, on a primary basis and at its sole expense, the following insurance coverages, with the limits and endorsements described in this section. The requirements contained in this section, as well as the County's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement:

Commercial General Liability:	\$2,000,000.00 per occurrence
Comprehensive Automobile Liability	\$1,000,000.00 per occurrence
Pollution Liability	\$2,000,000.00 per occurrence /
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000.00

b. All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. County shall be named as an additional insured on General Liability and Automobile Liability policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of County.

c. Big Dog shall provide County original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. County must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida."

10. Indemnity. Big Dog shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold harmless County and its officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals there from) arising out of or resulting from Big Dog, its contractors, subcontractors, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, performing the Collection Services. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Default and Remedy. If either Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement to include without limitation specific performance.

12. Limitation of Liability. IN NO EVENT, SHALL POLK COUNTY BE LIABLE TO BIG DOG FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY POLK COUNTY

WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13. Attorneys' Fees and Costs. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

14. Waiver. A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

15. Assignment Big Dog shall not assign this Agreement, or any duty, obligation, right or responsibility occurring hereunder, whether in whole or in part, directly or indirectly, without the prior express written consent of the County, which consent the County may withhold in its sole and absolute discretion, with or without cause.

16. Modification. This Agreement may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

17. Notices. Whenever either Party desires to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 17. For the present, the Parties designate the following as the respective places for giving of notice:

a. Notice to County shall be:

Polk County
Waste & Recycling Division
10 Environmental Loop South
Winter Haven, FL 33880
Attention: Director
Section 4 E-mail notice address: BrianCogswell@Polk-County.net

b. Notices to Big Dog shall be:

Big Dog Express of South Florida, Inc.
691 East Main Street
Pahokee, FL 33476
Attn: President
Section 4 E-mail notice address: TUIWAREHOUSE@a-YAHOO.COM

Notices shall be effective upon receipt or upon refusal to accept receipt.

18. Independent Contractor Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the

parties, or as constituting Big Dog (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Big Dog is to be and shall remain forever an independent contractor with respect to the duties, obligations, and services performed pursuant to this Agreement. Big Dog shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and Big Dog shall have no right to speak for or bind the County in any manner.

19. Public Records

a. **Compliance.** Big Dog acknowledges the County'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 to comply in the handling of the materials created under this Agreement. Big Dog further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Big Dog 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. **Obligations.** Without in any manner limiting the generality of the foregoing, to the extent applicable, Big Dog acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County 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 Agreement Term and following completion of the Term if Big Dog does not transfer the records to the County; and

(iv) upon completion of the Agreement transfer, at no cost, to the County, all public records in possession of Big Dog or keep and maintain public records required by the County to perform the service. If Big Dog transfers all public records to the County upon completion of the Agreement Big Dog shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Big Dog keeps and maintains public records upon completion of the Agreement, Big Dog shall meet all applicable requirements for retaining public records. Upon receipt of a request from the County's Custodian of Public Records, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

c. **Contact.** **IF BIG DOG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES,**

TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527**

EMAIL: RMLO@POLK-COUNTY.NET

20. 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 (to include without limitation the Big Dog) 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 employees hired on and after January 1, 2021. Big Dog (as a Contractor) acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of newly hired employees. If Big Dog enters into a contract with a Subcontractor (as defined in Section 448.095, Florida Statutes) to perform work pursuant to this Agreement, it will obtain and maintain the Subcontractor affidavit described in Section 448.095(2)(b), Florida Statutes.

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, Big Dog 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. Big Dog 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 Big Dog, then Big Dog may not be awarded a public contract for a period of 1 year after the date of termination. Big Dog 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.

21. Governing Law: Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action relating to this Agreement shall be the Tenth Judicial Circuit, Polk County, Florida.

22. Severability. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

23. Integration; No Construction against Drafter. This Agreement sets forth the entire Agreement between the Parties with respect to its subject matter and there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties, whether written or oral. The Parties have been represented by counsel, or have had the opportunity to be represented by counsel, during the negotiation and preparation of this Agreement and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the contract.

24. Binding Effect: Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of the Parties.

25. Effective Date. The Agreement Effective Date shall be the date the later of the two parties executes the Agreement as indicated in their respective signature blocks below.

26. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single Agreement.

The remainder of this page is intentionally left blank; the Agreement continues on the following page with the Parties' signatures.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement as of the Effective Date.

ATTEST:
Stacy M. Butterfield
Clerk of the Board

By: Chris Valle
Deputy Clerk

POLK COUNTY, a political subdivision
of the State of Florida

William D. Beasley
William D. Beasley, County Manager



Executed 12/15/2022, 2022

Approved as to form and legal sufficiency:

By: Ben Smith
County Attorney's Office

ATTEST:

Eduardo G. Perez
Eduardo G. Perez
Corporate Secretary

BIG DOG EXPRESS OF
SOUTH FLORIDA, INC.
a Florida corporation

Emilio Lopez
Emilio Lopez, President

Executed 12/15/2022, 2022

Big Dog Express of South FL., Inc.
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

12/08/2022

RE: Big Dog Express of South FL Inc, Garbage Truck Service for Polk County

To whom it may concern,

Big Dog Express of South FL., Inc will provide garbage truck services to Polk County on a monthly basis as follows, \$39,750.00 per truck for the first month, \$35,000.00 per truck for the second month, \$30,000.00 per truck for the third month and any month after will be \$27,400.00 per truck. Big Dog will be available to start as of 12/26/2022.

Sincerely,
Emilio Perez, President
Big Dog Express of South FL., Inc

EXHIBIT

H

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

Date of Request for Emergency Purchase 12/28/2022

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 and Recycling

Proposed Emergency Purchase vendor Trash Taxi Corp.

Michele Sims 8/10/2023

Describe Emergency and action to be taken: Recovery of residential solid waste

In accordance with Emergency Order 22-03

See Attached Justification

*#150,169 (ADD 5000)
RAR
3/1/2023*
*#140,169 (ADD 1 MONTH)
RAR
3/1/23*

Date and Location of Emergency: 12/15/2022 - Ongoing

Total cost or estimated cost of Emergency Purchase \$ 93,466.00 (Estimated cost must include unit costs)

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

B. COSSWELL
Requestor Name PRINT _____ Date _____

[Signature]
Signature, Division/Department Director's Approval _____

[Signature]
Requestor Name SIGN _____ Date _____

[Signature]
Signature, Procurement Director's Approval _____ Date _____

PROCUREMENT USE ONLY

3/7/23

Date Received: _____ Requisition #: _____

PO#: 23201974

Buyer/CS Ken Brush

EP# 23-272

Insurance Received: _____

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

Date reported _____

EP #23-271

EP #23-272

Big Dog Express

Trash Taxi

	12/26/22 - 1/25/23		\$	39,750.00	\$	46,723.00
Month 1						
Month 2	1/26/23 - 2/25/23		\$	35,000.00	\$	46,723.00
Month 3	2/26/23 - 3/25/23		\$	30,000.00	\$	46,723.00
Day Rate	3/26/23 - 3/31/23		\$	8,000.00	\$	10,000.00

total

\$	112,750.00	\$	150,169.00
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RESOLUTION NO. 2023- 030

**A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS
APPROVING DECLARATIONS EXTENDING STATE OF LOCAL EMERGENCY 22-03.**

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. (“Residential Waste Service Area 2”)), has been missed by a Collector(as defined by Ordinance 13-069) and remains uncollected for several days to weeks; 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 November 22, 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; and

WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, on March 9, 2023, and March 16, 2023 the County Manager issued a Declaration Extending State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, conditions continue to exist requiring the extension of Declaration of State of Local of Emergency 22-03.

WHEREAS, Polk County Ordinance 19-074 requires the Declaration of State of Local Emergency and extensions thereof to be placed on the next Board of County Commissioner's agenda to be approved by resolution of the Board at the next Board Meeting; and

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

The Declarations Extending State of Local Emergency 22-03 issued on March 9, 2023, and March 16, 2023 attached hereto as Composite Exhibit “A,” are hereby approved.

PASSED AND DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 21st day of March 2023.

ATTEST: Stacy M. Butterfield, Clerk

By: 
Deputy Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

BY: 
George Lindsey, III, Chair

R.33



Composite Exhibit "A"

DECLARATION EXTENDING STATE OF LOCAL EMERGENCY 22-03

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Residential Waste Service Area 2")), has been missed by a Collector (as defined by Ordinance 13-069) and remains uncollected for several days to weeks; 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 November 22, 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; and

WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, conditions continue to exist requiring the extension of Declaration of State of Local of Emergency 22-03.

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND §252.38(3)(a), FLORIDA STATUTES, THE STATE OF LOCAL EMERGENCY DECLARED ON NOVEMBER 22, 2022, WITHIN THE BOUNDARIES OF POLK COUNTY, GENERALLY EAST OF U.S. HIGHWAY 17 TO INCLUDE RESIDENTIAL WASTE SERVICE AREA 2, AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS 2022 EAST RESIDENTIAL WASTE COLLECTION EMERGENCY IS HEREBY EXTENDED.

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 9th day of March, 2023.

ATTEST:
STACY M. BUTTERFIELD, CLERK

By: Stacy Valle
Deputy Clerk

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: William Beasley
William Beasley, County Manager

The seal of Polk County, Florida, is circular with a double border. The outer border contains the text "POLK COUNTY COMMISSIONERS" at the top and "POLK COUNTY, FLORIDA" at the bottom. The inner border contains the text "1845" at the top and "1845" at the bottom. In the center of the seal is a depiction of a plow and a sheaf of wheat, symbolizing agriculture.

DECLARATION EXTENDING STATE OF LOCAL EMERGENCY 22-03

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Residential Waste Service Area 2")), has been missed by a Collector (as defined by Ordinance 13-069) and remains uncollected for several days to weeks; 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 November 22, 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; and

WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, conditions continue to exist requiring the extension of Declaration of State of Local of Emergency 22-03.

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND §252.38(3)(a), FLORIDA STATUTES, THE STATE OF LOCAL EMERGENCY DECLARED ON NOVEMBER 22, 2022, WITHIN THE BOUNDARIES OF POLK COUNTY, GENERALLY EAST OF U.S. HIGHWAY 17 TO INCLUDE RESIDENTIAL WASTE SERVICE AREA 2, AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS 2022 EAST RESIDENTIAL WASTE COLLECTION EMERGENCY IS HEREBY EXTENDED.

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.

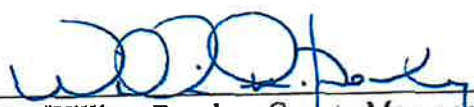
PURSUANT TO POLK COUNTY ORDINANCE 19-074 THIS DECLARATION OF STATE OF LOCAL EMERGENCY SHALL EXPIRE WITHIN SEVEN (7) DAYS UNLESS EXTENDED, AS NECESSARY, IN 7-DAY INCREMENTS.

DATED this 16th day of March 2023.

ATTEST:
STACY M. BUTTERFIELD, CLERK

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 
Deputy Clerk

By: 
William Beasley, County Manager





Polk County
Board of County Commissioners

Agenda Item R.33.

3/21/2023

SUBJECT

Adopt Resolution approving Declarations Extending State of Local Emergency 22-03 (2022 East Residential Waste Collection Emergency). (No fiscal impact.)

DESCRIPTION

On November 22, 2022, the Board by unanimous vote declared a State of Local Emergency due to Residential Waste not being collected by a Collector. Pursuant to Polk County Ordinance 19-074, and in accordance with the vote of the Board, the County Manager on November 22, 2022, issued Declaration of State of Local Emergency 22-03, encompassing the emergency identified as 2022 East Residential Waste Collection Emergency. The Ordinance requires that a Declaration of State of Local Emergency to be placed on the next Board of County Commissioner's agenda to be approved by resolution of the Board at the next Board meeting. On December 6, 2022, the Board adopted Resolution 2022-146, approving Declaration of State of Local Emergency 22-03 and the Declaration Extending State of Local Emergency 22-03 signed by the County Manager on December 5, 2022.

On March 9, 2023, and March 16, 2023, the County Manager executed extensions of Declaration of State of Local Emergency 22-03. Like the Declaration, the extensions require Board approval by resolution at the next Board meeting.

RECOMMENDATION

Adopt a resolution approving the Declarations Extending State of Local Emergency 22-03 executed by the County Manager on March 9, 2023, and March 16, 2023.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Breezi Hicks
Assistant County Attorney
863-534-6436

RESOLUTION NO. 2023-036

**A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS
APPROVING DECLARATIONS EXTENDING STATE OF LOCAL EMERGENCY 22-03.**

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. (“Residential Waste Service Area 2”)), has been missed by a Collector(as defined by Ordinance 13-069) and remains uncollected for several days to weeks; 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 November 22, 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; and

WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, on March 23, 2023, and March 30, 2023 the County Manager issued a Declaration Extending State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, conditions continue to exist requiring the extension of Declaration of State of Local of Emergency 22-03.

WHEREAS, Polk County Ordinance 19-074 requires the Declaration of State of Local Emergency and extensions thereof to be placed on the next Board of County Commissioner's agenda to be approved by resolution of the Board at the next Board Meeting; and

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

The Declarations Extending State of Local Emergency 22-03 issued on March 23, 2023, and March 30, 2023 attached hereto as Composite Exhibit “A,” are hereby approved.

PASSED AND DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 4th day of April, 2023.

ATTEST: Stacy M. Butterfield, Clerk

By: Alison Holland
Deputy Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

BY: [Signature]
George Lindsey, III, Chair



Composite Exhibit "A"

DECLARATION EXTENDING STATE OF LOCAL EMERGENCY 22-03

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Residential Waste Service Area 2")), has been missed by a Collector (as defined by Ordinance 13-069) and remains uncollected for several days to weeks; and

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WHEREAS, on November 22, 2022, the County Manager in accordance with the unanimous vote of the Board of County Commissioners issued State of Local Emergency 22-03 due to Residential Waste not being collected by a Collector; and

WHEREAS, conditions continue to exist requiring the extension of Declaration of State of Local of Emergency 22-03.

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 19-074 AND §252.38(3)(a), FLORIDA STATUTES, THE STATE OF LOCAL EMERGENCY DECLARED ON NOVEMBER 22, 2022, WITHIN THE BOUNDARIES OF POLK COUNTY, GENERALLY EAST OF U.S. HIGHWAY 17 TO INCLUDE RESIDENTIAL WASTE SERVICE AREA 2, AND ENCOMPASSES THE EMERGENCY IDENTIFIED AS 2022 EAST RESIDENTIAL WASTE COLLECTION EMERGENCY IS HEREBY EXTENDED.

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 23rd day of March, 2023.

ATTEST:
STACY M. BUTTERFIELD, CLERK

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Alison Holland
Deputy Clerk

By: Ryan Taylor
Ryan Taylor, Deputy County Manager



DECLARATION EXTENDING STATE OF LOCAL EMERGENCY 22-03

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, generally east of U.S. Highway 17 (depicted and described as Zone 2 in the Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Residential Waste Service Area 2")), has been missed by a Collector (as defined by Ordinance 13-069) and remains uncollected for several days to weeks; and

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- 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 30th day of March, 2023.

ATTEST:
STACY M. BUTTERFIELD, CLERK

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Alison Holland
Deputy Clerk

By: William Beasley
William Beasley, County Manager





POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION

JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 9/11/22

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 Operations and Maintenance

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 2

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 company provides the only ice pigging service in the U.S.

Total cost for the Sole Source Purchase: \$152,859.00
(Total cost includes shipping & installation (if applicable))

<u>Kevin Goolsby</u>	<u>9/11/22</u>	<u>Tamara Richardson</u>	<u>9-14-22</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<u>K. Goolsby</u>	<u>9-12-22</u>	<u>[Signature]</u>	<u>10/6/22</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 09/19/22 PO#: 23200838 P-Card Purchase: N/A

Procurement Specialist: Ari Goraston Sole Source #: 23-017

Insurance Received Date: 09/19/22

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



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



ICE PIGGING

AMERICAN PIPELINE SOLUTIONS

84 Johnson Avenue, Suite A
Hackensack, New Jersey 07601-4824
201-525-0088

www.americanpipelinesolutions.com

September 7, 2022

Mr. Kevin Goolsby
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL.

Re: Ice Pigging - CR54 24" FM - Phase 2

Our Ref: APS-IP-103

Dear Mr. Goolsby,

Thank you for the opportunity to provide you with pricing for performing phase two of the ice pigging to remove sedimentation from the sewer force mains at **CR 54**.

The purpose of this letter is to provide you with a price to complete the work.

The pricing is based upon the information that you provided to American Pipeline Solutions, Inc. (APS) and includes mobilization from the location of our pre-scheduled project in Kentucky.

The sewer force main is approximately **13,000 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 between **eight & ten full loads** (10-ton capacity) of ice to complete the cleaning of this network.

APS's estimate for the above referenced project is;

10 Loads - \$152,859

9 loads - \$143,727

8 loads - \$134,595

Pricing is subject (but not limited) to the following conditions:

1. A pre-construction site meeting or conference call would be desirable to confirm the location of ice insertion ports.
2. 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.
3. Ice pigging procedures are listed in **Addendum A**.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.

legal to review

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2022

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 (A/C, No, Ext): (973) 256-5500 FAX (A/C, No): (973) 882-5601 E-MAIL ADDRESS: trish@afcainsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: James River Ins. Co/Hamilton</td> <td style="text-align: center;">12203</td> </tr> <tr> <td>INSURER B: Harleysville Ins Co of NJ</td> <td style="text-align: center;">42900</td> </tr> <tr> <td>INSURER C: National Liability & Fire</td> <td style="text-align: center;">20052</td> </tr> <tr> <td>INSURER D: Great American</td> <td style="text-align: center;">154</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: James River Ins. Co/Hamilton	12203	INSURER B: Harleysville Ins Co of NJ	42900	INSURER C: National Liability & Fire	20052	INSURER D: Great American	154	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED American Pipeline Solutions Inc. 84 A Johnson Ave Hackensack NJ															

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 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 <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Contractors Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			00133382-0	07/22/2022	07/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 000003633AT	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
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENVXSS233028	07/22/2022	07/22/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	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	N/A	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 **CANCELLATION**

Polk County A Political Subdivision of State of Florida 330 W 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
---	---

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Sandi Howard

From: Ari Goldstein, Ext. 6415

Division: Procurement

Date: 09/22/2022

Request (in detail): Please review the Terms and Conditions for the requested Sole Source purchase with American Pipeline Solutions for ice pigging cleaning services for Polk County Utilities.

Reviewed by Procurement Manager: N/A
(Initials) (Date)

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

County Attorney
SEP 22 2022

Assign to: Sandi Date: _____

County Attorney Project No.: 2022-587

Logged out: SH 9/23

~~_____~~ Ari - Sorry for the delay,
this got stuck between
2 other RLS' s.
No changes.
Thanks,
Sandi



POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION

JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: 10/1/2022

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: Tourism/Sports Marketing

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

Facebook

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

PCTSM utilizes Facebook as a social media platform to promote Polk County as a vacation destination to key target markets and consumers around the world. Due to Facebook's complex algorithms, the only way to guarantee that posts are seen by the target audience in a given campaign is to purchase ads and "boosted" posts.

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

Facebook provides internet and social media advertising services to promote tourism in Polk County. Facebook does not sell their advertising through a third party and these ads can only be purchased through Facebook directly with a credit card. Essentially, Facebook is both the vendor and the advertising platform. They do not use invoices or accept other forms of payment (checks, etc.).

SS 22-258

Actual Spend \$62,661.65

Total cost for the Sole Source Purchase: \$70,000.00

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

Lisa Rizer

10-6-22

10-6-22

Requestor Name (PRINT)

Date

Signature of Division Director

Date

10-6-22

10/13/22

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 10/13/22 **PO#:** _____ **P-Card Purchase:** _____

Procurement Specialist: Danielle Rose **Sole Source #:** 23-031

Insurance Received Date: _____

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

Sole Source – Facebook
Additional Information

During FY 21/22 we spent \$65,947.62 on social media campaigns. Since that time Facebook also acquired Instagram and will be billing direct for those services as well. PCTSM's budget for 22/23 is \$70,000.00 for these same services. The prior year Sole Source was 22-258.



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

Date of Sole Source Purchase Request: October 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: Information Technology

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

Allyant, (925)216-6346, mcarey@allyant.com

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

Purchase of Annual Software Maintenance for CommonLook Office and PDF ADA licenses throughout the county

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 is the ADA complaint component that is required for the generation of ADA documents, these licenses are only sold and renewed through Allyant

Total cost for the Sole Source Purchase: \$78,546.20

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

Dan Pratt 10/14/2022

Requestor Name (PRINT)

Date

[Signature]

Signature of Division Director

11/14/22

Date

[Signature]

Requestor Signature (SIGN)

Date

[Signature]

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 10-25-22 **PO#:** 23201233

P-Card Purchase: _____

Procurement Specialist: Michael Guerrero

Sole Source #: 23-045

Insurance Received Date: _____

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



Quote for Software

Quote Information

Prepared By	Megan Carey	Quote Number	NTCQ-51360
Email	mcarey@allyant.com	Created Date	02/09/2022
Ship To Name	Polk County Florida	Bill To Name	Polk County Florida
		Bill To	330 W Church St Bartow FL 33830-3760 US

Quote Line Items

Line Item Number	Product	Product Description	Sales Price	Quantity	Total Price
00153085	4000-1G-04-1	CommonLook Office (LICENSING MODEL: ANNUAL SUBSCRIPTION)	USD 259.35	132.00	USD 34,234.20
00153086	4125-0G-04-5	CommonLook PDF (LICENSING MODEL: ANNUAL SUBSCRIPTION)	USD 702.00	56.00	USD 39,312.00
00153087	4160-SC-OTS-12	Clarity as a Service - 12 monthly Clarity scans for up to 1,000 PDF documents and 5 domains	USD 5,000.00	1.00	USD 5,000.00

Subtotal USD 78,546.20

Grand Total USD 78,546.20



Note: This quote is confidential and contains commercially sensitive information intended for the exclusive use of the client to whom it was issued.

Software License Agreement: Please note that, unless you purchased a Service Provider License, any software listed in this quote is subject to a Software License Agreement which defines certain limitations on the use of the software including, but not limited to, prohibiting the use of the license for service bureau purposes (e.g., to verify or remediate documents belonging to any third party.)

Training: You may not record Allyant training sessions without Allyant's prior written consent.

Additional Terms: Any software included in this quote will be delivered within 5 days of order via email and downloaded from the Allyant site. Payment is due within 30 days of invoice date.



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

Date of Sole Source Purchase Request: 10/18/2022

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):

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?

originally procured via P.B. 16-026
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.

We previously procured this through SS 22-050 and SS 21-138.

Actual Spend \$678,324.19

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

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

<u>Mary W. Combee</u>	<u>10/18/2022</u>	<u><i>[Signature]</i></u>	<u>10/27/22</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<u><i>Mary W. Combee</i></u>	<u>10/24/2022</u>	<u><i>[Signature]</i></u>	<u>11/7/22</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 10/27/2022 PO#: 23-A-100052 P-Card Purchase: _____

Procurement Specialist: B. Howard Sole Source #: 23-058

Insurance Received Date: 10/27/2022

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

123101631 @ \$1,974

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
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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 October 1, 2022 through January 31, 2023.

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 (650605550002)	\$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 (650705550002)	\$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)	\$13,550.00
40	Floor mount w/dual plates cot fastener (6377000000)	\$1,000.00
41	PowerLOAD battery (6390001468)	\$660.00

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



FIELD SERVICE
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:	October 2022

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

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

- Power-LOAD powered fastener system
- Power-PRO 2 powered ambulance cot
- Power-PRO XT powered ambulance cot
- Stair-PRO
- LUCAS 3, v3.1 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus defibrillator/LIFEPAK CR2 defibrillator

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

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

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

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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 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.

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.

SMRT Power Warranties. Stryker EMS warrants the SMRT charger for the same duration as the Stryker product for which it is furnished. All SMRT 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
	5,837,700	6,125,485	6,735,794	7,100,224	7,398,571
	DS27,103				

Other Patents Pending

[Return To Table of Contents](#)



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/manufacturer’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, 2023 through January 31, 2024.

Item No.	Description	Sell price
1	Stryker Emergency Care Power-PRO (6506000000)	\$ 27,300.00
2	Aftermarket SMRT Pak (6500033000)	\$ 682.50
3	Aftermarket X-Restraint Package (6500001430)	\$ 317.20
4	Aftermarket SMRT Charger (6500201000)	\$ 1,259.70
5	Aftermarket SMRT Power Kit 120V, AC (6500700041)	\$ 1,920.10
6	Aftermarket Knee Gatch Mattress G-Rated (6500002150)	\$ 503.10
7	6506 Power-LOAD Upgrade Kit (6506700001)	\$ 2,741.70
8	ProCare Upgrade Charge (77100003)	\$ 431.60
9	Stair-PRO Model (6252000000)	\$ 5,406.70
10	Lucas 3.1 Compression System (99576-000063)	\$ 22,519.90
11	LUCAS Back Plate, Slim (11576-000088)	\$ 578.50
12	LUCAS CARRYING CASE, HARD SHELL (11576-000094)	\$ 657.80
13	LUCAS 3 Battery - Dark Grey – Rechargeable (11576 -000080)	\$ 1,050.40
14	Power Supply (11576-000071)	\$ 543.40
15	Stabilization Strap (21576-000074)	\$ 135.20
16	LUCAS 3 Slim Backplate Grip Tape (11576-000089)	\$ 41.60
17	LUCAS Back Plate (21996-000044)	\$ 555.10
18	Back Plate Grip Tape (11576-000052)	\$ 66.30
19	Patient Strap (Secures patient's arms to support legs of LUCAS – pair) (11576-000050)	\$ 152.10
20	LUCAS Stabilization Strap (21996-000064)	\$ 140.40
21	LUCAS Disposable Suction Cup (3 pack) (11576-000046)	\$ 205.40
22	LUCAS Disposable Suction Cup (12 pack) (11576-000047)	\$ 730.60
23	POLYPROPLN RESTRAINT STRAP SET (6250001018S)	\$ 106.31
24	SideKick, Standard wipes 6x10in (2060000001)12 in case	\$ 13.00
25	SideKick, Large wipes 9x12in (2060000002)12 in case	\$ 14.30
26	LUCAS Desk-Top Battery Charger (11576-000060)	\$ 1,717.30
27	Stryker Emergency Care Power-PRO low (650605550001)	\$ 25,503.40
28	Stryker Emergency Care Power-PRO mid (650605500002)	\$ 32,004.70
29	Stryker Emergency Care Power-PRO high (650605550003)	\$ 34,395.40
30	Stryker Emergency Care Power-PRO 2 high (650705550001)	\$ 41,470.00
31	Stryker Emergency Care Power-PRO 2 mid (65070550002)	\$ 39,000.00
32	Stryker Power-PRO 2 Battery (650707000002)	\$ 1,170.00
33	Stryker Power-PRO 2 Charger (650700450301)	\$ 1,674.40
34	Stryker Power-PRO 2 AC Power-Cord (650700450102)	\$ 39.00
35	XPR restraint package (650600030010)	\$ 765.70
36	XPR restraint, shoulder single (650600030001)	\$ 101.40
37	XPR restraint, waist single buckle (650600030003)	\$ 144.30
38	XPR restraint, waist double buckle (650600030002)	\$ 137.80
39	MX-PRO Bariatric Transport (6083000000)	\$ 17,615.00
40	Floor mount w/dual plates cot fastener (6377000000)	\$ 1,300.00
41	PowerLOAD battery (6390001468)	\$ 760.00

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: 10/27/2022

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):

Mercury Medical, 11300 49th St., N., Clearwater, FL 33762-4807; 727-573-0088; Steve Tyson, STyson@MercuryMed.com

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

The purchase will provide replacement laryngoscope cameras, blades and other supplies to the PCFR ALS apparatus and city ALS engines. They are used to intubate a patient for airway management.

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 Airtraq cameras and supplies are currently used by all of the PCFR Rescue Crews and ALS Engines, ~~as well as the city ALS engines.~~ The Airtraq cameras can only use the Airtraq blades. Mercury Medical is the only authorized distributor of the Airtraq guided intubation system. This was previously procured through SS 22-221.

as a result of Bid 19059

Total cost for the Sole Source Purchase: \$75,000 Actual Spend \$52,243
(Total cost includes shipping & installation (if applicable))

<u>Mary W. Combee</u>	<u>10/31/2022</u>		<u>10/31/22</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
	<u>10/31/2022</u>		<u>11/4/22</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 10/31/2022 PO#: 23-A-100049 P-Card Purchase: _____

Procurement Specialist: B. Howard Sole Source #: 23-060

Insurance Received Date: 10/31/2022

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



Since 1963

Quote

#EST10914

1/9/2022

Mercury Medical
11300 49th Street North
Clearwater FL 33762-4807
United States

Customer Service Phone # 1-800-835-6633
Customer Service Email uscustomerservice@mercurymed.com
Terms Net 30
Shipment Transportation Terms
Shipping Method
Expires 9/30/2023

Bill To
Polk County Fire Rescue
2472 Clower Lane
ATTN: Accounts Payable
Bartow FL 33830
United States

Ship To
Polk County Fire Rescue
2472 East Clower Lane
Bartow FL 33830
United States

Account Number:4308

Sales Specialist
Steve Tyson - Sales Specialist

Phone Number
Office Phone:(727) 316-6419

Email
styson@mercurymed.com

Quantity	Units	Item	Rate	Amount
1	Pkg	LDA041 Airtraq SP Infant Size 0 Grey Color for E/T Tube 2.5-3.5 mm 2/Package	\$79.00	\$79.00
1	Pkg	LDA031 Airtraq SP Pediatric Size 1 Purple Color for E/T Tube 4.0 - 5.5 mm 2/Package	\$79.00	\$79.00
1	Pkg	LDA021 Airtraq SP Small Size 2 Green Color for E/T Tube 6.0 - 7.5 mm 2/Package	\$79.00	\$79.00
1	Pkg	LDA011 Airtraq SP Regular Size 3 Blue Color for E/T Tube 7.0 - 8.5 mm 2/package	\$79.00	\$79.00
1	Pkg	LDA841 Airtraq SP Infant Size 0 DEMO Grey Color for E/T Tube 4.0 - 5.5 mm 2/Package	\$79.00	\$79.00
1	Pkg	LDA831 Airtraq SP Pediatric Size 1 DEMO Purple Color for E/T Tube 4.0 - 5.5 mm 2/Package	\$79.00	\$79.00
1	Pkg	LDA821 Airtraq SP Small Size 2 DEMO Green Color for E/T Tube 6.0 - 7.5 mm 2/Package	\$79.00	\$79.00
1	Pkg	LDA811 Airtraq SP Regular Size 3 DEMO Blue Color for E/T Tube 7.0 - 8.5 mm 2/Package	\$79.00	\$79.00
1	Ea	LDA390KIT Airtraq A390 WiFi Camera Full Kit, Standard Hard Case, USB, Silicone Cover, Docking Station and Charger	\$950.00	\$950.00
1	Ea	LDA390ACC Airtraq A390 WiFi Camera Accessories Only Neoprene Bag, Dock, Charger	\$50.00	\$50.00



EST10914

Attn: Mary Combee - Inventory Control

Subtotal	\$1,632.00
Tax Total (%)	\$0.00
Total	\$1,632.00

The above prices do not include applicable freight.

Effective May 31, 2022 this Quote may reflect a price increase due to the unprecedented global supply events outside the control of Mercury Medical.





December 1, 2021

Dear Valued Customer:

Airtraq™ has selected Mercury Medical as their Exclusive US Distributor partner for their state-of-the-art video laryngoscope product line effective January 1, 2022. Prior to this effective date, please continue to order Airtraq products through your current distributor.

As of January 1st, 2022, you can conveniently order Airtraq products directly through Mercury Medical's customer service department via the following ordering options:

- **EDI (GHX)**
- **Mercury Medical's toll-free Customer Service line (800-835-6633)**
- **Email (uscustomerservice@mercurymed.com)**
- **Toll Free Fax (800-990-6375)**

Mercury Medical will continue to provide you with the highest level of service, sales expertise and technical support.

Should you have any questions we encourage you to email Mercury Medical at uscustomerservice@mercurymed.com. You can also contact our Customer Service Team at (800) 835-6633 with any sales, service or ordering questions. Thank you for your continuing support of the Airtraq product line.



January 1st, 2022

RE: Airtraq™ Distribution – Exclusive USA/Canada

To Whom It May Concern:

Thank you for your interest in the Airtraq™ Optical Laryngoscope product line. Airtraq™ distributes its products through company appointed specialty distributors and partners throughout the world.

Distributor: Mercury Medical

Customers: Hospital, Alternate Site, Sub-acute facilities, Physicians Office, EMS, Transport.

Type: Exclusive Sole Source

Territory: United States (50) and Canada

Effective: January 1st, 2022, thru Present

Distributors are not permitted to represent or sell Airtraq™ products outside of their area of exclusive authority and responsibility.

If you have any further questions, please do not hesitate to call our office.

Regards,

A handwritten signature in black ink, appearing to read "Danny Daniel", with a stylized flourish at the end.

Danny Daniel
Vice President of Sales - North America
Airtraq LLC

Tel (O) - (877) 6 Airway (624-7929)

Tel (D) - (972) 325-1025

E-mail – danny.daniel@airtraq.com

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

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

PRODUCER USI Insurance Services, LLC 2600 W Big Beaver, Suite 140 Troy, MI 48084 248 353-5800	CONTACT NAME: Erica L Cadwell
	PHONE (A/C, No, Ext): 248 353-5800 FAX (A/C, No): E-MAIL ADDRESS: erica.cadwell@usi.com
INSURED Mercury Enterprises, Inc. 11300 49th Street North Clearwater, FL 33762	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Federal Insurance Company 20281
	INSURER B : Amerisure Mutual Insurance Company 23396
	INSURER C : Amerisure Partners Insurance Company 11050
	INSURER D : Chubb Custom Insurance Company 38989
INSURER E :	INSURER F :


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		36054197	08/01/2022	08/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$0 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		73609326	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79896719 Excludes Products Liab	08/01/2022	08/01/2023	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
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 N N/A	WC21107490502 AOS WC21107490402 CA & NJ	12/31/2021	12/31/2022	<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	Products Liability Claims Made		36054198	08/01/2022	08/01/2023	\$10,000,000 Occurrence \$10,000,000 Aggregate Trytp Fsyrr 10/31/1986

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

For all work performed for the County. Polk County is included as an Additional Insured on the general liability and auto liability policies. The general liability, auto liability and workers' compensation policies contain a waiver of subrogation in favor of Polk County as required by written contract and where permitted by law. 30 days notice of cancellation is provided on the general liability policy.

CERTIFICATE HOLDER Polk County, a political subdivision of the State of Florida 330 West Church Street, Room 150 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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**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE PURCHASE**

Date of Sole Source Purchase Request: 10/27/2022

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):

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 # 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. These were previously procured under SS-22-057 and SS-21-167.

Total cost for the Sole Source Purchase: \$300,000 Actual Spend \$189,615
(Total cost includes shipping & installation (if applicable))

Mary W. Combee 10/27/2022
Requestor Name (PRINT) Date

Hugh Smith
Signature of Division Director Date

Mary W. Combee 11/7/2022
Requestor Signature (SIGN) Date

Nichele Sims 11/15/22
Signature of Procurement Director/Designee Date

PROCUREMENT USE ONLY

Date Received: 11/15/22 PO#: 23-A-100057 P-Card Purchase: _____

Procurement Specialist: B. Howard Sole Source #: 23-106

Insurance Received Date: 11/15/22

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



ARROW
 BPS
 HUSCHON
 JMA
 P
 RUSCH
 URCLIFT
 WICK

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

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.

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.

Typographical errors are subject to correction.

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.

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
 SPIN
 HILTI
 IMA
 HILTI
 RUSCH
 URCLIFT
 WRECK

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> <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>				
<p>Additional Comments</p>				
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

Teleflex LLC
 3015 Carrington Mill Blvd Morrisville, NC 27560
 Tel: (919) 544-8000 Fax: (919) 433-4995 Email: contractservices@teleflex.com www.teleflex.com



February 1, 2022

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-000964rev10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2022

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 CN101219635-TELEF-PROD-22-23 INSURED Teleflex, Inc., Teleflex, LLC, and all subsidiaries 550 E. Swedesford Road, Suite 400 Wayne, PA 19087	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co. Of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co. Of America	25674	INSURER B : Columbia Casualty Company	31127	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-006461623-12 **REVISION NUMBER:** 7

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TJGLSA2J706154TIL22	09/01/2022	09/01/2023	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 - COM/OP AGG \$ Excluded \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP: \$1,000 <input checked="" type="checkbox"/> COLL: \$1,000		TJCAP2706166TIL22	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EX6S79096122NF	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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 / A	UB8N3139892251K (AOS) UB8N3113332251R (Retro)	09/01/2022 09/01/2022	09/01/2023 09/01/2023	<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
B	Primary Product Liability / Clinical Trials		ADT2091141649	09/01/2022	09/01/2023	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 is included as Additional Insured on General Liability, 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. Should the General Liability Policy be cancelled before the expiration date thereof, issuing insurer will provide 30 days cancellation notice (10 days for non-payment of premium) in accordance with the policy terms.

CERTIFICATE HOLDER Polk County, a political subdivision of the State of Florida 330 West Church Street, Room 150 Barlow, 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 <i>Marsh USA Inc.</i>



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

Date of Sole Source Purchase Request: 9/13/2022

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: 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 Terms 1/1/23 - 12/31/23 Renewal Order#Q-110759

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 system support as well as regular updates and upgrades by keeping maintenance contract active.

update to include Web Enablement to process online payments & Analytics Now for integrated

Repeating tool.

Total cost for the Sole Source Purchase: \$81,822.79
(Total cost includes shipping & installation (if applicable))

83111.01 $\frac{\$91,822.79 + 1,288.22}{83111.01}$

*Adj 1/3/23
up 11/3/23*

<u>Deitra Johnson</u>	<u>9/13/22</u>	<u>Tamara Richardson</u>	<u>9-14-22</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<u>Deitra Johnson</u>	<u>9/13/22</u>	<u>Wickell Sims</u>	<u>12/14/22</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

CPR

1-10-23

PROCUREMENT USE ONLY

Date Received: 09/19/22 PO#: 23201898 P-Card Purchase: N/A
 Procurement Specialist: Ari Constein Sole Source #: 23-147
 Insurance Received Date: 09/19/22

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



Invoice

Invoice No (1 of 1)	Date	Page
370036	12/5/2022	1 of 1

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Polk County Utilities Division
 Customer Service/Naviline
 Charles Richards
 1011 Jim Keene Blvd.
 P.O. Box 2019 Bartow, FL 33831
 Winter Haven FL 33880
 United States

Ship To
 Polk County Utilities Division
 Customer Service/Naviline
 Charles Richards
 1011 Jim Keene Blvd.
 P.O. Box 2019 Bartow, FL 33831
 Winter Haven FL 33880
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2099LG	Polk County Utilities Division		USD	Net 30	1/31/2023

Description	Units	Rate	Extended
Contract No. Q-114652			
1 NaviLine Web Enablement - Annual Maintenance Fee NaviLine Web Enablement Maintenance: Start:2/1/2023, End: 1/31/2024	1	\$644.11	\$644.11
2 NaviLine Web Enablement - Annual Maintenance Fee NaviLine Web Enablement Maintenance: Start:2/1/2023, End: 1/31/2024	1	\$644.11	\$644.11

Please include invoice number(s) on your remittance advice, made payable to Superior, LLC	Subtotal	\$1,288.22
ACH: Routing Number 121000358 Account Number 1416612641 E-mail payment details to: Accounts.Receivable@CentralSquare.com	Tax	\$0.00
	Invoice Total	\$1,288.22
Check: 12709 Collection Center Drive Chicago, IL 60693	Payments Applied	\$0.00
	Balance Due	\$1,288.22

Debra Johnson



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

Renewal Order #: Q-110759
Start Date: January 1, 2023
End Date: December 31, 2023
Billing Frequency: Yearly
Subsidiary: Superior, LLC

Renewal Order prepared for:
Charles Richards, Utilities Finance/Customer Service
Manager
Polk County Utilities Division
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4135

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	TOTAL
1.	AnalyticsNOW Annual Maintenance Fee	1	4,395.51 USD
2.	Click2Gov CIS Module Annual Maintenance Fee	1	4,803.54 USD
3.	Click2Gov Core Module Annual Maintenance Fee	1	1,803.41 USD
4.	Distribution Services	1	0.00 USD
5.	Fusion Proprietary Annual Subscription Fee	1	5,018.66 USD
6.	Modifications Annual Maintenance Fee	1	900.00 USD
7.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	4,969.78 USD
8.	NaviLine Cash Receipts-Annual Maintenance Fee	1	3,191.30 USD
9.	NaviLine Contact Management Annual Maintenance Fee	1	13,205.63 USD
10.	NaviLine Customer Information System Annual Maintenance Fee	1	22,694.46 USD
11.	NaviLine Document Management Services Annual Maintenance Fee	1	1,687.07 USD
12.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	7,487.90 USD
13.	NaviLine User Interface	1	0.00 USD
14.	NaviLine Work Orders/Facility Management Annual Maintenance Fee	1	9,025.36 USD
15.	OnePoint Point-of-Sale Annual Maintenance Fee	1	2,640.17 USD
16.	Technical Services - TS	1	0.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM



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

Renewal Order Total: 81,822.79 USD

Billing Information

45

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2022

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.

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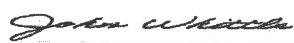
PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN130114897-EOIC-GAWU-22-23	INSURER(S) AFFORDING COVERAGE	
INSURED CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	INSURER A: The Charter Oak Fire Insurance Co.	NAIC # 25615
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Company Of America	25674
	INSURER D: Travelers Casualty And Surety Company	19038
	INSURER E: AIG Specialty Insurance Company	26883
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005307082-09 **REVISION NUMBER:** 4

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 WYD	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	H-630-6S758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X X	BA-6S783539-22-13-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<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 N N/A	UB-6S783668-22-13-G	08/31/2022	08/31/2023	<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
E	E&O/Cyber		015930626	09/30/2022	08/31/2023	Limit \$ 5,000,000 SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Polk County, a political subdivision of the State of Florida, its officials, employees and volunteers are included as additional insureds with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsements issued or approved by the insurance carrier. Waiver of subrogation applies per attached endorsements or policy language. Insurance provided to additional insured(s) is primary and non-contributory as per attached endorsements or policy language.

CERTIFICATE HOLDER Polk County a political subdivision of the State of Florida 1011 Jim Keene Blvd. Winter Haven, FL 32880	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. 
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AGENCY CUSTOMER ID: CN130114897

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED CentralSquare Technologies, LLC Superlon, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess E&O/Cyber:

Carrier: Certain Underwriters at Lloyds, London

Policy Number: ACX1045822

Effective Date: 09/30/2022

Expiration Date: 08/31/2023

Limit: \$5M x \$5M

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – **LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies to the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

COMMERCIAL GENERAL LIABILITY

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 90

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: 03-68793668-22-I3-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

AND
POLK COUNTY, FLORIDA
"CUSTOMER",
with its principal place of business at
2470 Clower Lane
Bartow, FL 33830

HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the Customer by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on HTE supplied or approved equipment.
3. Support service(s) as described herein.
4. Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to HTE Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such

as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer, or no later than ten (10) calendar days after shipment by HTE. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the HTE Licensed Program(s).

II. LICENSE

The license granted under this Agreement permits the Customer, subject to the provisions of Sections VIII, IX, X and XII of this Agreement to:

- a. Use the Licensed Program(s) on the designated Machine(s).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Modify any Licensed Program(s) to form an updated work for the Customer's use, provided that:
 1. The Customer supplies HTE with written notification of the modification.
 2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

The Licensed Program(s) should not be reverse assembled or reverse compiled in whole or in part.

Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s). Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. HTE offers the Customer a Source Code Escrow Agreement (at nominal expense to the Customer) that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

HTE may discontinue any license or terminate this Agreement upon written notice immediately if the Customer fails to comply with the terms and conditions of this Agreement. Any responsibility of the Customer provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES

HTE shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by HTE. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Agreement solely for that purpose.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement(s) to this Agreement. Unless specified to the contrary, prices quoted in the Supplement(s) to this Agreement are valid for ninety (90) days from the date of HTE's acceptance of the applicable Supplement(s). HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for HTE Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received, which shall be reasonable and in accordance with usual industry standards.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

Any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. HTE will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

VI. LICENSED PROGRAM TESTING AND ACCEPTANCE

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for non-productive use for testing for a period of thirty (30) days. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than non-productive use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

VII. LICENSED PROGRAM SERVICES

Training on HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on HTE's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at HTE's then prevailing rate per hour. Data must be given to HTE in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the HTE System Change Request form ("SCR") which will be prepared for the Customer by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by HTE, and will be provided for in the Supplement(s) and will be invoiced as incurred.

HTE will provide the Customer with the Support Services listed below for the HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays HTE's annual support fee.

- a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response time to calls within approximately two (2) hours of call.
- e. Error corrections as made.

Support requests for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be directed to the appropriate HTE project manager or trainer.

Upon commencement of the HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

HTE shall not supply any support services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by HTE. Customer shall receive written authorization from HTE before attaching to the computer system any equipment not supplied or approved by HTE. Authorization shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from HTE.

Customer acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The Customer acknowledges that the Licensed Program(s), including the source code (if applicable), design specifications and associated documentation of the Licensed Program(s), (the "HTE Proprietary Information") constitute proprietary information and trade secrets of HTE and will remain the sole property of HTE. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the HTE Proprietary Information other

than as required by court order, Florida Statutes or applicable law. Except as otherwise provided herein, the Customer shall hold in confidence the HTE Proprietary Information for its benefit and internal use only by its employees. Customer shall notify HTE in the event that a third party requests that Customer make the HTE Proprietary Information available for the third party's review.

IX. WARRANTY

HTE warrants that for a period of ninety (90) days after acceptance, as provided for in Section VI, the HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the reference documentation supplied by HTE, provided the Licensed Program(s) are used in the proper operating environment. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the ninety (90) day period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. Utility or incidental software are those that are not critical to the operation of the software or data storage. These include, but are not limited to, programming or software development tools, shortcuts, temporary files, raw data viewing tools, (outside of the normal software application) or any other "utility" or general purpose tool that does not fall within the standard or contractually customized software suite. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

HTE warrants that it has the right to license the HTE Licensed Program(s) listed in the Supplement(s) and that the HTE Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to HTE Licensed Program(s) provided HTE shall have the right to control the defense or settlement of any such claim. If use of the HTE Licensed Program(s) by the Customer is enjoined by any infringement proceeding, HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the HTE Licensed Program(s) or if that is not possible, HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by HTE.

HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

X. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of HTE.

XI. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, HTE shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of HTE, regardless of whether such claims are caused

in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

Except for HTE's obligations to indemnify the Customer under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence as noted above, HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for HTE Licensed Program(s) and services, (ie: license, training, modification and conversion fees, as well as any support fees paid for the then current term, prorated to the date of notice of damage), not including any fees associated with HTE project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

XII. PATENT AND COPYRIGHT INDEMNITY

HTE will, at its expense, defend the Customer against any claim that the HTE Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, and HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give HTE prompt written notice of any such claim, and
- b. Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The Customer agrees to allow HTE, at HTE's option and expense, if such claim has occurred or in HTE's judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to HTE, and HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the Customer regarding infringement.

XIII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants and Customer acknowledges that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIV. MISCELLANEOUS AGREEMENT PROVISIONS

Applicable Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Tenth Judicial Circuit of Polk County, Florida.

Binding Agreement. The individual signing this Agreement and any Supplement(s) to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the Customer.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by HTE or the Customer without the prior written consent of the other party.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE, but only to the extent provided by law.

Force Majeure. HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Public Entity

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.012(11), (16), Section 287.058, paragraph (2) (a) of Section 287.133). By submitting this proposal, bidders hereby certify that they have complied with said statutes.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Equal Employment Opportunity

HTE acknowledges and agrees to reasonably comply with the Customer's Equal Employment Opportunity provisions, which are as follows: *"Polk County is an Equal Opportunity/Affirmative Action Employer. Pursuant to Executive Order 11346 as amended, you are advised that under the provision of government contracting contractors, consultants, subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex. We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program."*

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Dispute Resolution. In the event of a dispute arising under this Agreement, prior to the commencement of any legal action to interpret or enforce this Agreement, the objecting party shall notify the other, in writing, of the nature of the dispute. Once notice has been given, the parties shall have a minimum of thirty (30) days in which to attempt to resolve the issue under dispute. It is hereby agreed between the parties that if no such resolution is found then such dispute shall be submitted to a certified mediator and the parties shall, without delay, conduct at least one dispute mediation prior to commencing litigation.

Notwithstanding the foregoing, a party may commence litigation sooner than allowed by this Agreement if the party reasonably determines that (i) litigation, if not commenced, could be barred by an applicable statute of limitations,

contract provision or other tolling rule, or (ii) exigent circumstances require the party to file suit to seek an extraordinary remedy (including, for example, injunction, garnishment order, restraining order or other order).

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of HTE.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

POLK COUNTY, FLORIDA

By: *Terry L. Carter*

Name: Terry L. Carter

Title: Chairman
Polk County Commission Date

Clerk to the Board

Attest: *Maria E. Russell*

Deputy Clerk
Form and Legally

Approved: *Charles Swygert*

County Attorney

H.T.E., INC.

By: *Daniel E. Catan*

Name: Daniel E. Catan

Title: Chief Marketing Officer 8/17/98
Date

IBM and AS/400 are registered trademarks of International Business Machines Corporation.

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT
BY AND BETWEEN HTE, INC. AND POLK COUNTY, FL
SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CONTRACT NO. 9807052-PCUD**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement of even date herewith, between H.T.E., Inc. (HTE) and Polk County, FL (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Designated Machine

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from HTE, may be subject to an upgrade charge.

AS/400 Model: _____

CPU Number: _____

HTE GRAPHICAL LICENSED PROGRAMS	License Fees	No. Days of Training	Training Fees	Support Fees	Conversion Fees
Purchasing/Inventory	\$ 26,500.00	8	\$ 8,000.00	\$ 4,000.00	\$ -
Cash Receipts (for AS/400)	Included				
Accounts Receivable	19,500.00	7	7,000.00	2,950.00	
Loans Module	11,000.00	1	1,000.00	1,650.00	
Land/Parcel Management	Included				
HGE - Client - 60 Concurrent Users	22,500.00		Included	9,000.00	
Work Orders/Facility Management	41,000.00	6	6,000.00	6,150.00	
Contact Management	25,000.00	1	1,000.00	4,500.00	
Customer Information Systems:	58,000.00	17	17,000.00	12,300.00	34,000.00
Cognos Admin. (2 Users)	1,590.00	5	5,000.00	300.00	
Cognos Client (10 Users)	5,250.00			1,500.00	
TOTALS	\$ 210,340.00	45	\$ 45,000.00	\$ 42,350.00	\$ 34,000.00

PLEASE NOTE THAT TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

AS/400 SYSTEM HARDWARE/SOFTWARE AND SERVICES	Hardware/ Software Fees	Support Line Services
AS/400 System Hardware	\$ 62,769.83	
AS/400 System Software	9,787.00	
AS/400 Support Line Services		5,000.00
PC Network Support Line Services		7,500.00
AS/400 Installation Services		5,000.00
AS/400 Training		5,000.00
AS/400 SYSTEM HARDWARE/SOFTWARE TOTALS	\$ 72,556.83	\$ 22,500.00

PAYMENT SCHEDULE		Total	Due Upon	Due As	Due As
ITEM		Contract	Contract	Incurring/	Noted
			Execution	Delivered	Below*
License Fees		\$ 210,340.00	\$ 210,340.00		
Training Fees		45,000.00		\$ 45,000.00	
Support Fees		42,350.00			\$ 42,350.00
Project Management - Level III					
	100 days @ \$1000/day	100,000.00		100,000.00	
Conversion	340 hrs @\$100/hour	34,000.00	17,000.00	17,000.00	
SCR# 9808009					
AS/400 Hardware/System Software		72,556.83	36,278.42	36,278.42	
HTE Support Line Services		22,500.00			22,500.00
GRAND TOTALS		\$ 526,746.83	\$ 263,618.42	\$ 198,278.42	\$ 64,850.00

PLEASE NOTE THAT TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

HTE Application Support Service

*The initial term of HTE application support services shall commence one hundred twenty (120) days after delivery of the Licensed Program(s) and extend for a twelve (12) month term. Support fees for the initial term of support are due prior to the commencement of support. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period and support fees will be due at that time at the then prevailing rate. Rates for subsequent years of support service are subject to change.

HTE AS/400 Support Line Services will begin ninety (90) days after installation of the AS/400.

Application Training

The number of training sessions and the number of days of training vary per applications. Listed above are the number of hours for the Licensed Programs listed herein, and the standard fee per applications. Additional application training will be provided upon written request at the standard billing rate in effect at that time, which at the time of this Supplement is one thousand dollars (\$1,000.00) per day. The fee quoted above does not include travel and living expenses.

Travel and Living Expense

Actual and reasonable travel and living expenses are in addition to the prices quoted for the HTE Licensed Programs and services and will be invoiced as incurred in accordance with Florida Statutes Chapter 112.061.

Project Management

A description of Level III Project Management is attached to this Supplement and fees will be invoiced as incurred at the rate noted above. Additional days of Project Management would be made available to the Customer upon their written request at the standard billing rate in effect at that time, which at the time of this Supplement is One Thousand Dollars (\$1,000.00) per day, and will be invoiced as incurred. A mutually agreeable work plan will be created by the HTE Project Manager and the Customer, and will be made a part of this Supplement.

Modifications

The Customer is not purchasing modifications under this Supplement. Modifications, if requested by the Customer, will be controlled by the HTE System Change Request ("SCR") form which will be prepared for the Customer by the HTE Product Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with 50% payment. The final 50% payment is due upon completion.

Conversion

Conversion is being purchased by the Customer under this Supplement. Performance of the Conversion will be controlled by the HTE System Change Request ("SCR") form which will be prepared for the Customer by the HTE Conversion Team Manager. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment. The final fifty percent (50%) payment is due upon completion. Data must be given to HTE in an

ATTENTION ACCOUNTS PAYABLE

PLEASE RETURN CHECK PAYABLE TO HTE, INC
IN THE AMOUNT OF 263,618.42 TO TERESA ATKISSON
DEPARTMENT Util. Admin.
PAYROLL BOX 39
DATE 8/19/98

VENDOR NO.

066899

DATE PAID

08/24/98

190-12223

No. 012223

VOUCHER NUMBER

PURCHASE ORDER NUMBER

DESCRIPTION

AMOUNT

VP58560A
VP58560A

UTIL BILL-SOFT-HTE 082198
UTIL BILL-HARD-HTE 082198

23223.50
31384.92

CHECK NO. 012223

CITRUS AND CHEMICAL BANK
OF BARTOW
BARTOW, FLORIDA

BOARD OF COUNTY COMMISSIONERS

POLK COUNTY FLORIDA
P.O. BOX 888
BARTOW, FLORIDA 33431

DATE

08/24/98

69-897
631

PAY-EXACTLY

***263*618*

DOLLARS AND

**42* CENTS

THIS CHECK MUST BE PRESENTED FOR PAYMENT WITHIN 120 DAYS

TO THE ORDER OF

H T E INC

AUTHORIZED IN OPEN SESSION



PAY THIS AMOUNT
DOLLARS CENTS

***263,618.42*

⑆012223⑆ ⑆06310597⑆ 95 055 B⑆



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

Date of Sole Source Purchase Request: 12/12/2022

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):

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.

\$201,426.00

Total cost for the Sole Source Purchase:

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

Tim Peters 12/12/2022

Requestor Name (PRINT)

Date

Amara Richardson
Signature of Division Director

12-12-22
Date

[Signature] 12/12/2022

Requestor Signature (SIGN)

Date

Michele Sims
Signature of Procurement Director (Designee)

12/14/22
Date

PROCUREMENT USE ONLY

Date Received: 12/13/2022 PO#: 23201890

P-Card Purchase: N/A

Procurement Specialist: Ari Gowstein
ANALYST

Sole Source #: 23-149

Insurance Received Date: 12/13/22

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 Tillman
Company: Polk Co.
Ph No.: (863) 534-7352
E-Mail: ArtTillman@polk-county.net

From: Tim Estep
Company: Hydra Service Inc.
Ph No.: (407) 212-1787
E-Mail: Tim@Hydraservice.net

Prepared By: Matthew Lisewski
Ph No.: (203) 514-4280

Subject: NE Regional WWTF (Polk County) - Blower #3

Quote No.
221114-1TE
DATE
11/14/2022

Prices are in USD
DAP: Destination
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 standby	
	1	Turbo Compressor HST 20-4500-1-U200-48, 480/3/60	
	1	Profibus Communication	
		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	Standard Warranty (2 years)	
	1	Freight, USA to Davenport, FL	

Subject:

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	
		Total Project NET Price to Hydra Service for Buy-Resell	\$ 201,426.00

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 (if supplied)
- 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 (if provided)
- 5) Typical Sulzer|ABS Turbocompressor HST layout drawing
- 6) Compressor Test Code Comparison
- 7) Warranty

**SULZER ABS
TURBOCOMPRESSOR
HST**

APPENDIX

High Turbocompressor HST Performance



Date: 11-Nov-22

Quote No.: 2022-Q143-R0

HST 20-4500-1-U200-48

Project Name: **NE Regional WWTF (Polk County) - Additional Blower**

Total Design Air Flow: **2,800 SCFM**
Units: **1 Units -**

Air Flow Per Unit: **2,800 SCFM**
1 Operating + No Installed Spare

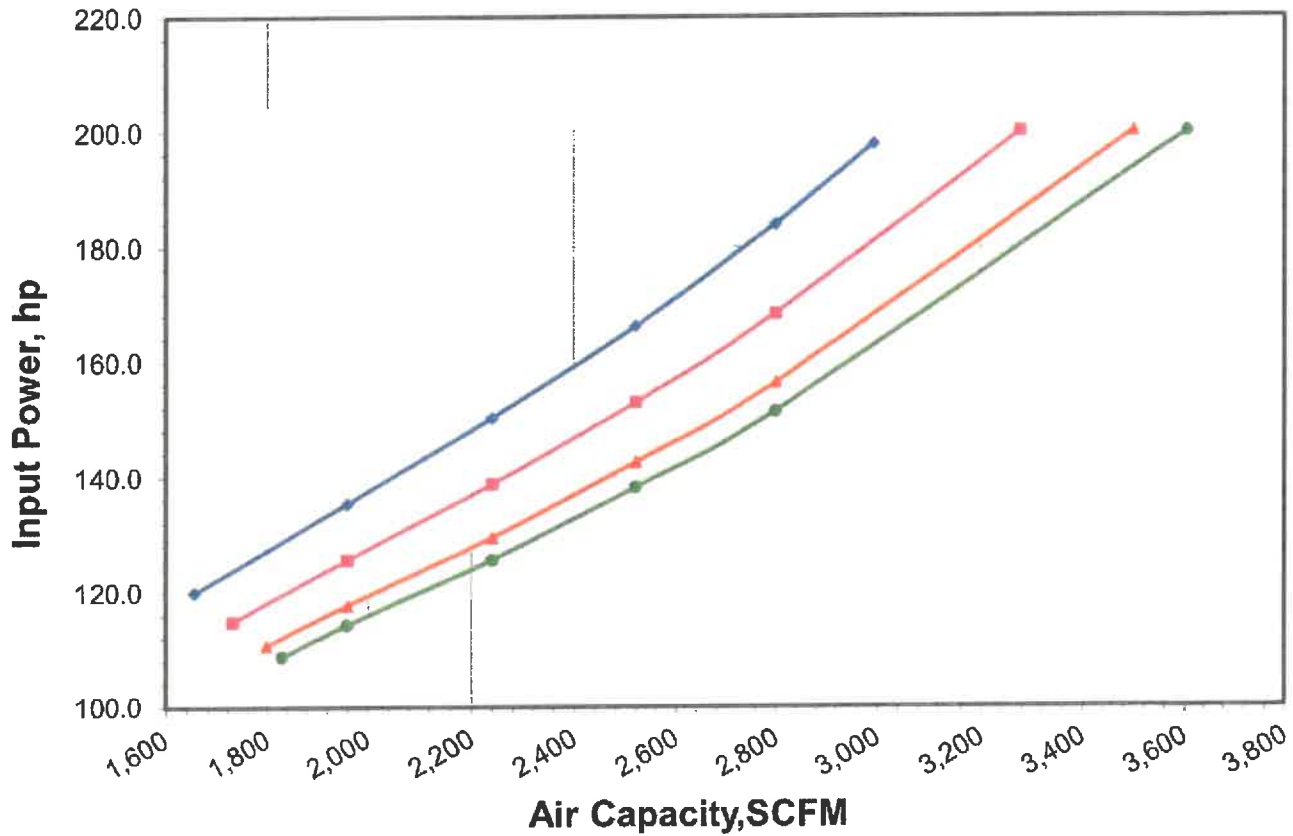
Maximum Input Power: **200 HP**
Electric Power: **480 / 3 / 60**
Maximum Motor Speed: **28,620 RPM**

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



(Standard Conditions: 68 Deg F, 36%RH, 14.7 PSI)

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



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

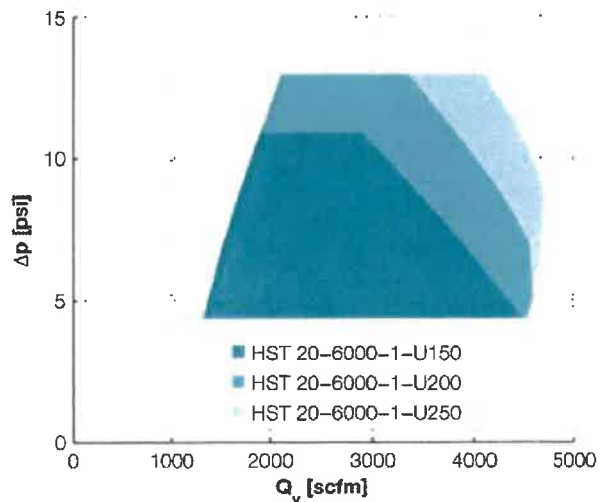
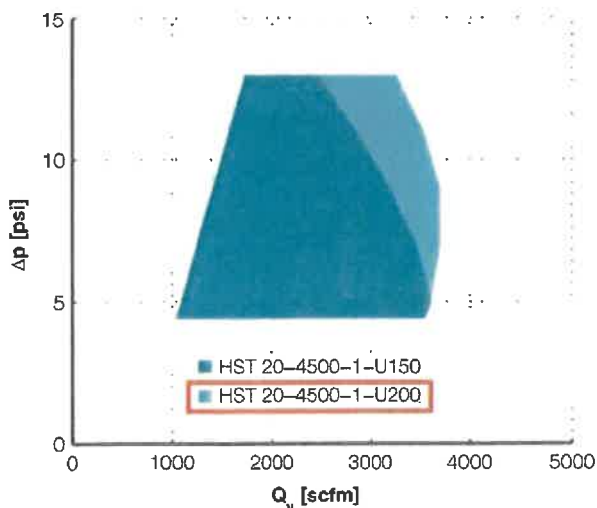
The built-in local Human-Machine-Interface (HMI) provides control and monitoring for the safe and efficient operation of the machine. Flow may be controlled directly by the operator, or alternatively, the turbocompressor can follow a given reference value. The local HMI uses a color touch screen to provide 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:

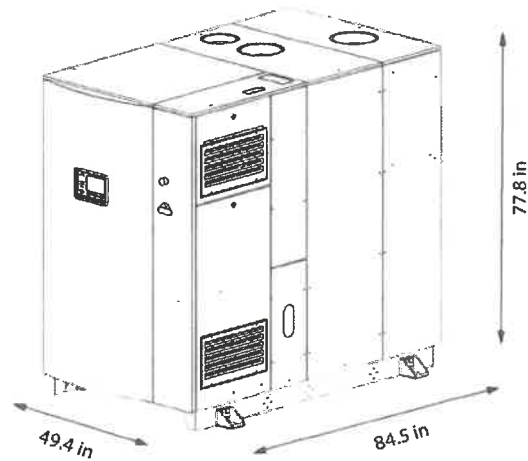
- UL 1450
- CSA C22.2 No. 68

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.

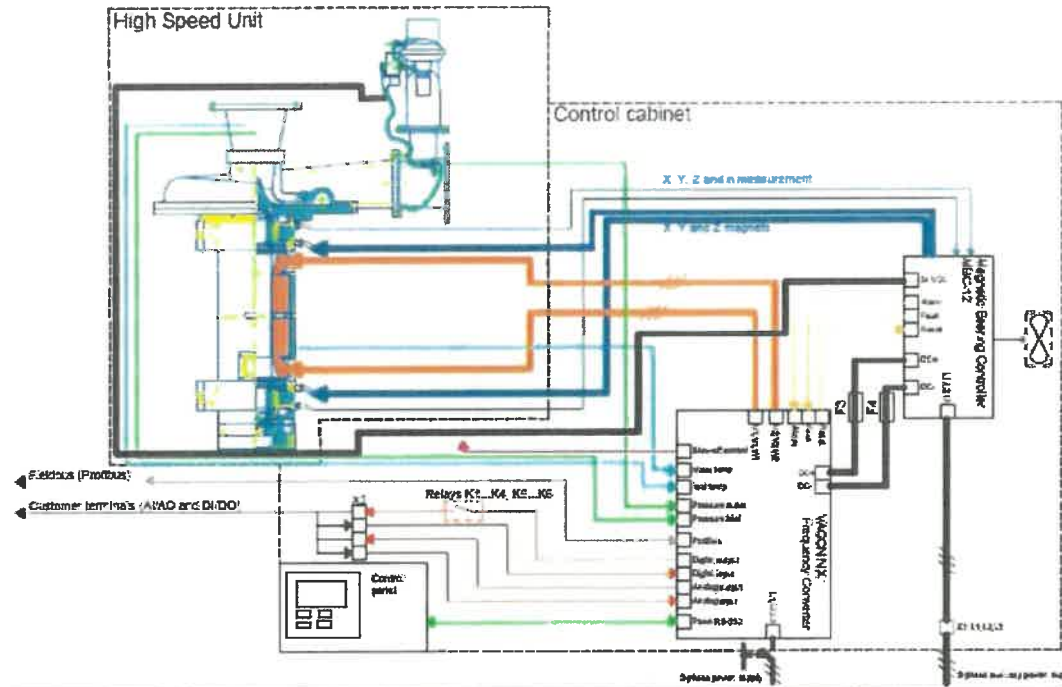


Compressor Data

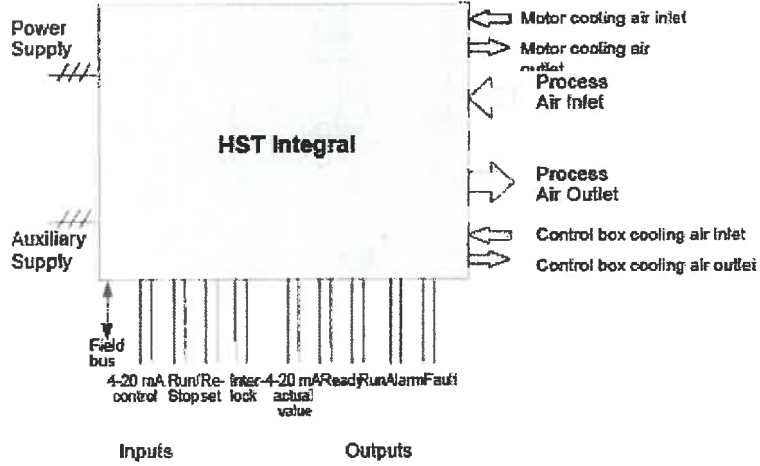
	HST 20-4500-1-U150	HST 20-4500-1-U200	HST 20-6000-1-U150	HST 20-6000-1-U200	HST 20-6000-1-U250	
Air flow range [scfm]	1100-3500	1100-3700	1300-4400	1300-4500	1300-4700	
Pressure rise [psf]	4.4-13.3	4.4-13.3	4.4-10.9	4.4-13.3	4.4-13.3	
Noise level [dB]	61	62	60	62	62	
Input power [hp]	150	200	150	200	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	148	197	246	
	Cable size [AWG or MCM]	3x3/0+1	3x4/0+1/0	3x3/0+1	3x4/0+1/0	3x300+3/0
	Fuse size [A]	180	200	160	200	250
580 V	Max. input current [A] ⁽²⁾	122	163	122	163	204
	Cable size [AWG or MCM]	3x1/0+3	3x4/0+1/0	3x1/0+3	3x4/0+1/0	3x300+3/0
	Fuse size [A]	125	200	125	200	250
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



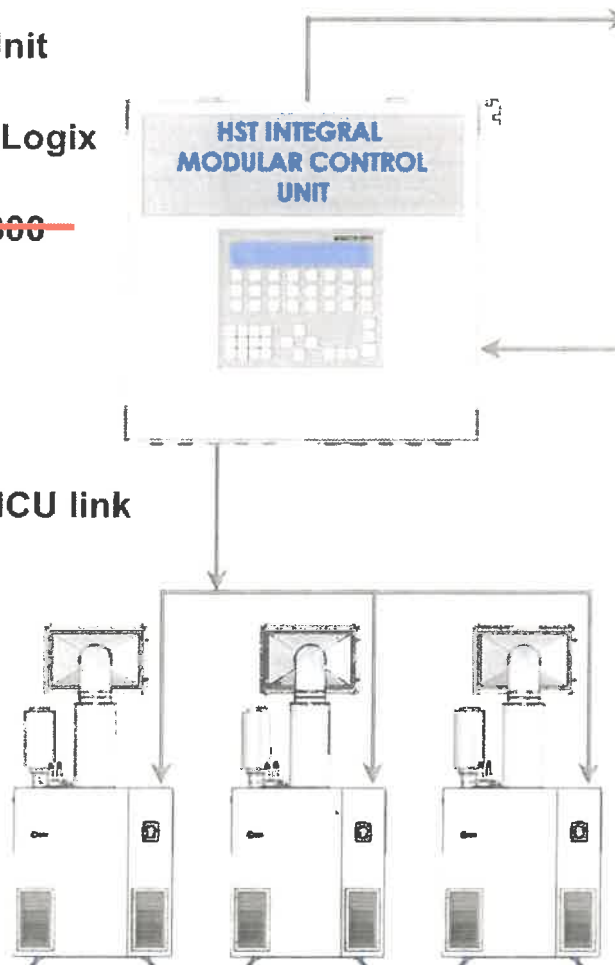
Turbocompressor HST Modular Control Unit Communication Options

Modular Control Unit PLC options

- A-B CompactLogix (standard)
- ~~Siemens S7-300 (optional)~~

MCU to plant system link

- ~~Hardwired~~
- ~~Profibus~~
- ~~Modbus~~
- Ethernet



Compressor to MCU link

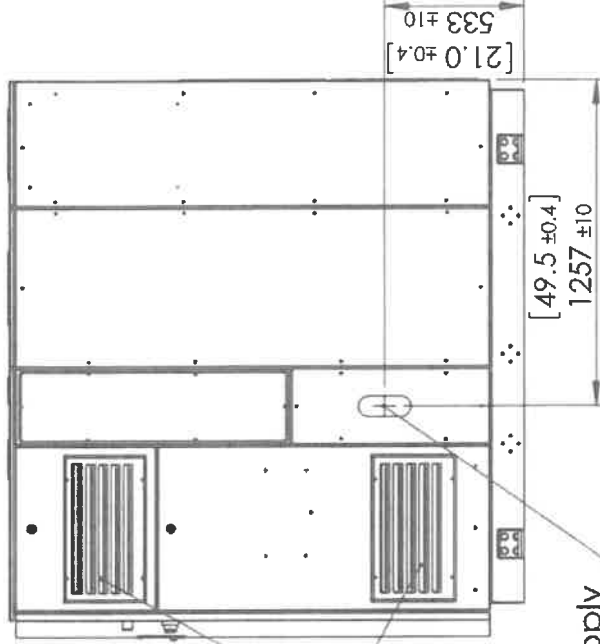
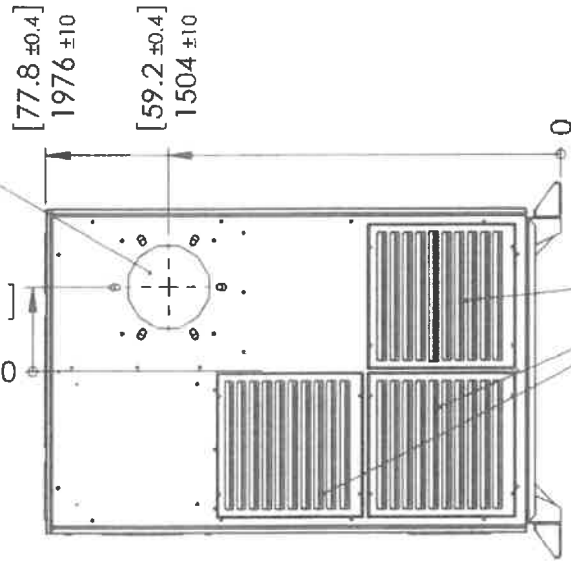
- ~~Modbus~~
- Profibus
- ~~Ethernet~~

4-20mA Signal from

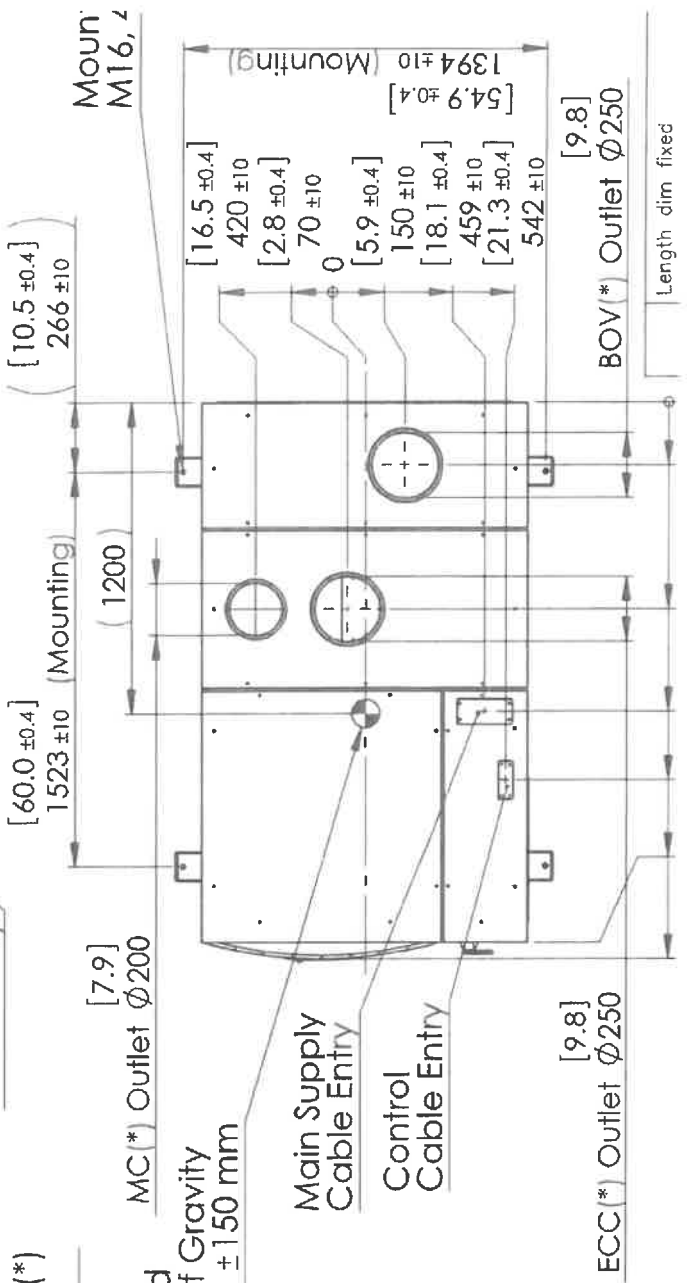
- Header Pressure sensor (preferred)
- ~~DC probe~~
- ~~Air Flow Meter~~

Use with three or more turbocompressors

Process Air Outlet, DN300 / ANSI 12"



Process Air + MC(*) Inlet from Room



Length dim fixed

ABS turbocompressor HST 20

Integrated Filter

Layout Example

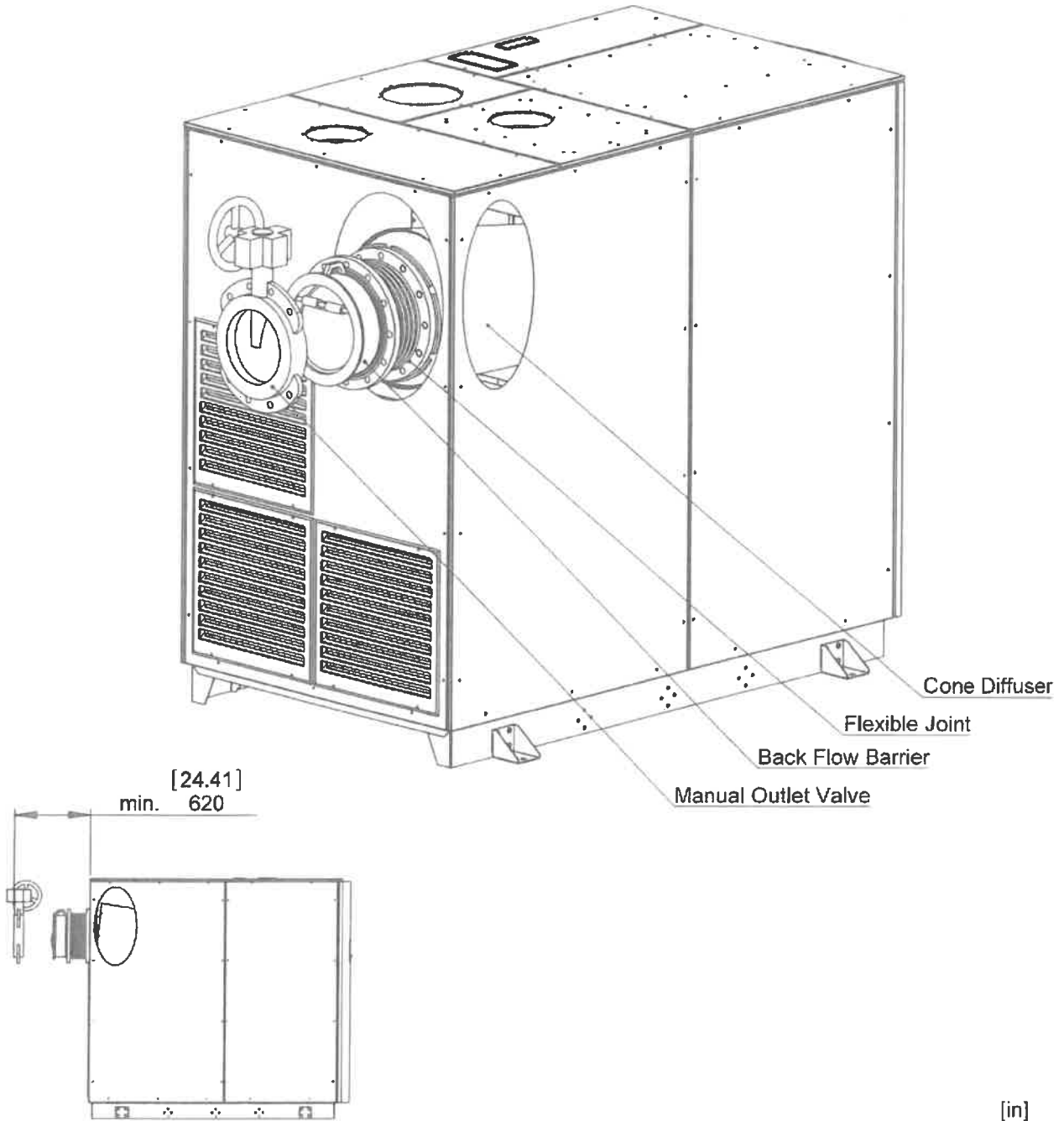
Code: 103808

Scale: 1:20

Revision: A

Date: 28.9.2012

Drawn: A.Kangas



ABS turbocompressor accessories are applicable for use with ABS turbocompressors.

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.



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

Date of Sole Source Purchase Request: _____

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: Polk County Fire Rescue

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

Med Alliance Group, Inc. , 850-428-9551, melissabahr@elevatedcpr.com

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

PCFR will purchase the EleGard Patient Positioning System which will elevate a patients head and thorax (also called head up CPR). This device will ensure the quality of CPR and ventilation during the first critical moments of critical patient care. With this addition of a heads up CPR device, PCFR would be able to continue its mission to provide cutting-edge patient care and increase survivability with intact neurological outcomes.

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 EleGard Patient Positioning System is a patented cardiopulmonary board which elevates a patient's head and thorax into a multi-level position which can be used during airway management, CPR with or without the use of the Lucas Device and patient transport. This patented heads up CPR device is a multi-functional device that will increase cardiac survivability and it's the only device that is designed to precisely position patients to support the heads-up CPR method. The EleGard Patient Positioning System was developed and patented by AdvancedCPR in which Med Alliance Group, Inc. is the only authorized logistics and invoicing partner. Partial funding for this purchase is from a Florida Dept of Health grant that specifies the EleGard Heads-up device as the purpose for the grant funds.

Total cost for the Sole Source Purchase: \$227,119.27

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

Holly Newton	12/19/2022		12.20.22
Requestor Name (PRINT)	Date	Signature of Division Director	Date
	12-19-2022		12/22/22
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date



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

PROCUREMENT USE ONLY

Date Received: 12/20/2022 **PO#:** 23202335 **P-Card Purchase:** _____

Procurement Specialist: B. Howard **Sole Source #:** 23-161

Insurance Received Date: _____

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

ADVANCEDCPR
S O L U T I O N S®

June 21, 2022

Captain Billie Williams
Polk County Fire Rescue
1295 Brie Blvd
Battow, FL 33830

Dear Captain Williams:

Re: Sole Source for EleGARD™ System

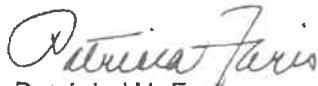
The purpose of this letter is to provide you with the information you requested about the availability of the EleGARD Patient Positioning System.

The method of delivering ElevatedCPR®, or device assisted head up CPR as it is sometimes referred to in the scientific literature, and the EleGARD Patient Positioning System were developed and broadly patented by AdvancedCPR Solutions.

AdvancedCPR Solutions through its authorized logistics and invoicing partner, Med Alliance Group, Inc. is the sole source for the EleGARD Patient Positioning System.

Please let me know if additional information is required.

Best regards,



Patricia W. Faris
Director, Operations

cc: Melissa Bahr

5201 Eden Avenue | Suite 300
Edina, MN 55436

office: 763.259.3722

The EleGARD™ Patient Positioning System

The EleGARD™ Patient Positioning System (EleGARD) is a cardiopulmonary board which may elevate a patient's head and thorax: including during airway management; during manual CPR, manual CPR adjuncts, CPR with the LUCAS® Chest Compression System; and patient transport.



List price of \$7,995 includes:

- 1 EleGARD Device
- 1 LUCAS 3 Backplate
- 2 Rechargeable Lithion Ion Batteries
- 1 Battery Charger
- 1 Carrying Case
- Instructions for Use

Disposable covers are available for purchase in packs of 10 for list price \$99.50

Weight: ~ 20 pounds with LUCAS backplate and battery installed.

Size: ~30" long, ~11" tall, ~19" wide (in lowered position for storage.)

For additional information or to contact a representative: 763.259.3722 or info@elevatedcpr.com



Maintenance and Service information: Apart from cleaning, disinfection and ensuring the EleGARD System battery is fully charged, the product does not require routine preventive maintenance or periodic calibration by a qualified technician. Out of warranty repair service is available from an ACS qualified service partner upon request. Battery packs, battery chargers, carrying cases, and neck foam replacement parts are available for purchase, and replacement part pricing is available upon request.

ElevatedCPR.com

US and Foreign Patents: elevatedcpr.com/patents
©2021 – AdvancedCPR Solutions®



2175 Oakland Drive
Sycamore, IL 60178

Phone: (888) 891-1200
Fax: (630) 599-1327



The Science of Saving Lives

Quote

Quote Date: 5/16/2022
PO Number:

Bill to Name	Polk County Fier Rescue	Ship To Name	Polk County Fire Rescue
Street Address	1295 Brice Blvd	Street Address	1295 Brice Blvd
City, State, Zip	Bartow, FL. 33830	City, State, Zip	Battow, FL 33830

ITEM NO	DESCRIPTION	Unit Price	Qty	Ext Price
SYS-ELG-002	EleGARD System Contains: EleGARD Device, LUCAS Series 3 Backplate, 2 LI Ion Batteries, 1 Battery Charger, 1 EleGARD Carrying Case, 1 Instructions for Use	4,500.00	50	225,000.00
SYS-ELG-001-R	EleGARD System (Refurbished Unit) Contains: EleGARD Device, LUCAS Series 3 Backplate, 2 LI Ion Batteries, 1 Battery Charger, 1 EleGARD Carrying Case, 1 Instructions for Use			-
SYS-COV-001	Disposable Cover, Non Sterile	78.75	10	787.50
DEV-ELG-002	EleGARD Device without Accessories			-

Replacement Parts:

30551	Neck Foam			-
30254	Carry Case			-
30566	EleGARD Packaging (Shipper box)			-
ACC-ELG-002	Replacement Battery			-
ACC-ELG-003	Replacement Battery Charger			-
ACC-ELG-004	LUCAS Backplate			-
30570	Instructions for Use (Current Revision at time of shipment)			-

Shipping Cost \$ **1,331.77**

Quote Total \$ **227,119.27**

Notes/Special Instructions

Price quoted is FOB, Sycamore, IL. Freight will be prepaid by seller and added to the invoice. Quote is good until 6/30/22
Initial training and deployment support will be provided to you by ACS. Order will be shipped and invoiced by Med Alliance Group.

Customer Contact Info:

Name	Bilie Williams
Phone	(863) 519-7350
Email	biliewilliams@polk-county.net

Sales Rep Contact Info:

Name	Melissa Bahr
Phone	850-428-9551
Email	melissabahr@elevatedcpr.com

Ordering Instructions: Please place order with MED Alliance Group, Inc.

MED Alliance Group, Inc
2175 Oakland Drive
Sycamore, IL 60178
888-891-1200 phone - 630-599-1327 fax

EMS MATCHING GRANT APPLICATION



**FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program**

Complete all items unless instructed differently within the application

Type of Grant Requested: Rural X Matching

ID. Code (The State Bureau of EMS will assign the ID Code – (leave this blank)) _____

1. Organization Name: Polk County Fire Rescue	
2. Grant Signer: (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)	
Name: Bill Beasley	
Position Title: County Manger, Board of County Commissioners	
Address: Board of County Commissioners	
P.O. Box 988	
City: Bartow	County: Polk
State: Florida	Zip Code: 33831
Telephone: 863-534-6000	Fax Number: 863-519-7069
E-Mail Address: MarthaSantiago@polk-county.net	

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Ben Cassista	
Position Title: Deputy Chief of Emergency Medical Services	
Address: 1295 Brice Blvd	
City: Bartow	County: FL
State: Florida	Zip Code: 33830
Telephone: 863-519-7358	Fax Number: 863-519-7422
E-Mail Address:	

4. Legal Status of Applicant Organization (Check only one response):

(1) Private Not for Profit [Attach documentation-501 (3) ©]
 (2) Private for Profit
 (3) City/Municipality/Town/Village
 X (4) County
 (5) State
 (6) Other (specify): _____


5. Federal Tax ID Number (Nine Digit Number) VF 59-6000809

6. EMS License Number: 5302 Type: Transport Non-transport X Both

7. Number of permitted vehicles by type: 0 BLS; 64 ALS Transport; 66 ALS non-transport.

8. Type of Service (check one): X Rescue; X Fire; X Third Service (County or City Government, non-fire); Air ambulance; Fixed wing; Rotowing; Both; Other (specify) _____.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. [No signature is needed if medical equipment and professional EMS education are not in this project.]

Signature:  Date: 1/31/22

Print/Type: Name of Director Pushpal Rockv Banerjee

FL Med. Lic. No. 058141

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

A) Problem description (Provide a narrative of the problem or need).
 B) Present situation (Describe how the situation is being handled now).
 C) The proposed solution (Present your proposed solution).
 D) Consequences if not funded (Explain what will happen if this project is not funded).
 E) The geographic area to be addressed (Provide a narrative description of the geographic area).
 F) The proposed time frames (Provide a list of the time frame(s) for completing this project).
 G) Data Sources (Provide a complete description of data source(s) you cite).
 H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

1295 Brice Blvd.
PO Box 1458
Bartow, Florida 33831-1458



PHONE: 863-519-7350
FAX: 863-534-5650
www.polk-county.net

FIRE RESCUE DIVISION**Question 10**

- A.) Emergency medical and fire services are always searching for the best and most efficient way to save the life of a citizen who has gone into cardiac arrest. New research and equipment can help lead the way to advances in current patient care practices. The heads-up CPR device is one such advance which Polk County Fire Rescue feels will increase cardiac arrest survivability due to the research and data associated with this device. Recent studies have shown that raising the patient's head and thorax reduces intracranial pressure, improves cerebral perfusion pressure, and improves coronary perfusion pressure. In EMS systems that have incorporated a heads-up CPR device, cardiac arrest patient's survival rates have doubled and improved neurologically intact survival rates.
- B.) Polk County Fire Rescue follows an aggressive Critical Care Guideline to treat all patients found in cardiac arrest. This begins with citizen CPR instructed before the crew's arrival through dispatch. Once crews arrive quality, CPR becomes paramount. PCFR follows ACLS guidelines for medications and establishes advanced airways with either an ET tube or I-Gel. LUCAS is utilized to maintain the quality and speed of CPR throughout the entire call. To ensure quality CPR and ventilation are completed during the first few critical moments, a patient is not moved for transport for the first 20 minutes after patient contact. This allows the patient the best chance for a quick ROSC. For pediatric patients, HandTevy is utilized to ensure proper medication doses are given with little to no math needed from the paramedic.
- C.) With the addition of a heads-up CPR device, Polk County Fire Rescue would be able to continue its mission to provide cutting-edge patient care and increase survivability with intact neurological outcomes.
- D.) If PCFR does not receive the grant to fund the heads-up CPR devices, we will continue with our current CPR practices and strive to continue advancing through training and continuing education.

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FIRE RESCUE DIVISION

- E.) If PCFR does not receive the grant to fund the heads-up CPR devices, we will continue with our current CPR practices and strive to continue advancing through training and continuing education.
- F.) Polk County has a diverse mix of urban and rural areas and is strategically located in the center of the Florida peninsula. Shared with neighboring Orlando and Tampa, there are over 5 million people that reside in the surrounding counties and may share resources with Polk County. The Polk County/Central Florida area has one of the largest concentrations of population in the Southeastern United States. Polk County's total area is approximately 2011 square miles with over 10% covered with water. The 2020 US Census estimate has 725,046 persons residing within the County. Population density is approximately 403 persons per square mile. Polk County's economy has been historically based on three primary industries: phosphate mining, agriculture, and tourism. Polk County is significantly impacted by several major transportation routes for highway, rail, and pipeline products. There are 17 municipalities and several unincorporated areas all of which are provided EMS services by PCFR. Polk County is subject to seasonal population changes which swell the population significantly above its resident population. The median age of citizens is 40.2 years of age. Approximately 14% of the population lives below the poverty level. Polk County Fire Rescue provides ALS medical transport countywide with 42 ALS transport units of which 41 are 24-hour units and one peak load unit. As is typical with most Fire/EMS services the majority of the incident response is for medical emergencies. Approximately 112,000 calls for service were handled in 2020, and over the past 5 years the calls for service have increased by 20%.
- G.) Once PCFR can purchase and obtain the equipment, the implementation would be multiple train the trainer session to ensure comfort and confidence with the equipment followed by four weeks to train all employees, achieved by three training days a week with two sessions a day. Roll-out of equipment to units will take approximately one week. After implementation, Training Officers will be available for any further questions

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FIRE RESCUE DIVISION

or clarifications required. The success rate and ease of use will be monitored over 12 weeks through QA and surveys released to the units.

- H.) Data sources are as follows; FireWorks electronic patient care reporting system, HealthEMS electronic patient care reporting system.
- I.) This proposal is not a duplication of any previous efforts by Polk County Fire Rescue for funding this project under this grant program.

Next, only complete one of the following: Items 11, 12, 13 or 14. Read all four and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all, that credible before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one-sided, double-spaced pages for your response. Include the following.

- A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
- B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
- C) Justify and explain how you derived the numbers in (A) and (B), above.
- D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
- E) How does this integrate into your agency's five-year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS, and other healthcare staff. Use no more than two additional one-sided, double-spaced pages for your response. Include the following:

- A) How many people received the training this project proposes in the most recent 12-month time period for which you have data (include the dates).
- B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
- C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
- D) Explain the derivation of all figures.
- E) How does this integrate into your agency's five-year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one-sided, double-spaced pages for your response. Include the following.

- A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
- B) What will the situation be in the 12 months after the project services are on-line?
- C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
- D) Explain the derivation of all numbers.
- E) How does this integrate into your agency's five-year plan?

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one-sided, double spaced pages for this item.

- A) Justify the need for this project as it relates to EMS.
- B) Identify (1) location and (2) population to which this research pertains.
- C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
- D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
- E) State your hypothesis.
- F) Provide the method and design for this project.
- G) Attach any questionnaires or involved documents that will be used.
- H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
- I) Describe how you will collect and analyze the data.

ALL APPLICANTS MUST COMPLETE ITEM 15.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double-spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:

- A) Serve the requirements of the population upon which it will impact.
- B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
- C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule, or regulation of the department.
- D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
- E) Enable your organization to improve or expand the provision of:
 - 1) EMS services on a county, multi county, or area wide basis.
 - 2) Single EMS provider or coordinated methods of delivering services.
 - 3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

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FIRE RESCUE DIVISION

Question 14

- A. The need for heads-up CPR devices will increase survivability and decrease mortality through proven evidence-based practice. Thus, increasing the level of care Polk County Fire Rescue can provide to the community.
- B. This heads-up CPR devices will be utilized within the boundaries of Polk County Fire Rescue who cover well over 2,000 square miles. Our current population is at 725,046 according to the 2020 US Census estimate.
- C. During the time frame of 2018 to 2021 Polk County Fire Rescue ran a total of 4,905 cardiac arrest patients.
- D. 1. Expected numeric number will be difficult to obtain until we have raw data to compare to previous success rates of cardiac arrest patient's vs success rate of patients treated using heads-up CPR device.
2. The estimate is hard to predict the outcome of citizens who suffer cardiac arrest due to different indicators such as down time, history of medical issues and further factors that already affect the survival of cardiac arrest.
- E. Hypothesis is Polk County Fire Rescue will see an increase in number of patients surviving sudden cardiac arrest with a decrease in handicaps associated with survival of cardiac arrest.
- F. Method for this project is to supply all Medic/Rescue units with the heads-up CPR device in connection with Lucas device and pit stop CPR approach and advance Critical Care Guidelines.
- G. N/A
- H. Polk County Fire Rescue will comply with all federal and state laws with regards to research subjects.
- I. Data will be collected through ePCR reporting system, followed up with local hospitals for patient outcomes.

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FIRE RESCUE DIVISION

Question 15

- A. The heads-up CPR device in conjunction with our automatic compression devices "LUCAS" would be utilized on all patients aged 7 and older which makes up a significant, portion of our 726,046 citizens. It is impossible to predict the exact number of patients who will go into cardiac arrest, however with the addition of this device PCFR will have every tool at its disposal to give the patient the best chance of survival.
- B. N/A
- C. N/A
- D. N/A
- E. 1. By approving this matching grant for the heads-up CPR device members of PCFR will be able to provide the highest quality of CPR based on the most recent evidence-based practice to increase successful outcomes. Currently PCFR has automatic CPR devices, Phillips's tempus cardiac Monitors and follows the most recent AHA guidelines for patients who have suffered sudden cardiac arrest. By adding the heads-up CPR device, this will close any gaps that we may have in our current policy and procedure treatment guidelines.
 - 2. N/A
 - 3. N/A

16. **Work activities and time frames:** Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

<i>Work Activity</i>	<i>Number of Months After Grant Starts</i>	
	<u>Begin</u>	<u>End</u>
Selection of device	0	3 Months
Bid with vendors	3	4 Months
Procurement and receiving	4	6 Months
Training	6	9 Months
Delivery to field units and placed in service	9	12 Months

17. **County Governments:** If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

Currently EMS grant funds allotted for Polk County Fire Rescue have already been planned to purchase other equipment, scheduled updated training, and other ancillary projects to support the mission of Polk County Fire Rescue. Due to COVID 19 pandemic some of our planned projects were unable to be completed due to constraints on personnel and their availability to complete training, including number of personnel out with COVID and increased call volume and all other staffing issues. COVID 19 related calls and personnel issues are now currently on the decline, as such PCFR are now able to ramp up the projects that were planned and now can be completed.

18. Budget:		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	Costs	Justification: Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, <u>excluding</u> expenditures classified as operating capital outlay (see next category).	Costs: List the price and source(s) of the price identified.	Justification: Justify why each of the expense items and quantities are necessary to this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, <u>and</u> the normal expected life of which is 1 year or more.	Costs: List the price of the item and the source(s) used to identify the price.	Justification: State why each of the items and quantities listed is a necessary component of this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

State Amount (Check applicable program)		
<input checked="" type="checkbox"/> Matching: 75 Percent	\$225,000	Right click on 0.00 then left click on "Update Field" to calculate Total
<input type="checkbox"/> Rural: 90 Percent	<u>\$0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
Local Match Amount (Check applicable program)		
<input type="checkbox"/> Matching: 25 Percent	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
<input type="checkbox"/> Rural: 10 Percent	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total
Grand Total	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

19. Certification:

My signature below certifies the following.

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and, on any attachments, are true, correct, complete, and made in good faith.

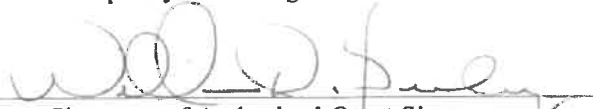
I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.

I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.

I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.

I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept any attached grant terms and conditions and acknowledge this by signing below.


Signature of Authorized Grant Signer
(Individual Identified in Item 2)

2 / 10 / 2012
MM / DD / YY

THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.

**FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT**

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

A finance person in your organization who does business with the state should provide the address and corresponding 9 and 3 digit numbers of this part of the form, but it should be signed by the person identified in Item 2, 1st application page.

Name of Agency: Polk County, a political subdivision of the State of Florida

Address in State: P.O. Box 988

Financial System: Bartow, FL 33831

Federal 9-digit Identification number: 59-6000809 3-digit seq. code _____

Authorized Official:  2/10/2022
Signature Date

WILLIAM D. BEASLEY, POLK COUNTY MANAGER
Type or Print Name and Title

Sign and return this page with your application to:

*Florida Department of Health
Emergency Medical Services Unit, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722*

Do not write below this line. For use by State Emergency Medical Services Section

Grant Amount for State to Pay: \$ _____ Grant ID: Code: _____

Approved By: _____
Signature of State EMS Unit Supervisor Date

Approved By: _____
Signature of Contract Manager Date

State Fiscal Year: 2021 - 2022

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>	<u>Category</u>
64-61-70-30-000	03	SF003	751000	059999

Federal Tax ID: VF _____ Seq. Code: _____

Grant Beginning Date: _____ Grant Ending Date: _____

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

May 02, 2022

Bill Beasley, Manager
Polk County Fire Rescue
P.O Box 988
Bartow, Florida 33831

Dear Mr. Bergosh,

The Florida Department of Health (DOH) is pleased to award an Emergency Medical Services (EMS) Matching Grant, ID Code M0046 in the amount of \$15,272.00 to Polk County Fire Rescue this grant program is funded by the DOH, EMS Trust Fund. There are no federal funds involved. The purpose of this grant is to improve and expand EMS by assisting your organization with purchase of Heads - CPR Device.

The grant begins the date of this letter and ends June 30, 2023. Your required local cash match is \$5,091.00 with a total budget of \$20,363.00. You are required to report grant activities and purchases to the state pursuant to section 401.113 (2) (b), Florida Statutes, and in compliance with the Florida Catalog of State Financial Assistance, program number 64.003. The reports are due the third week of October 2022, February 2023, and the final report by the grant ending date of June 30, 2023.

Your signed grant application affirms you have read, understand, and will comply with the conditions and requirements in the "Florida EMS Matching Grant Program Application Packet, December 2008." You may obtain a copy of the grant application packet from your identified state contact person.

Thank you for participation in this state EMS grant. If you need assistance, please contact the Bureau of Emergency Medical Oversight, EMS Section, EMS Grants Program Manager, Lorrianna Jean-Jacques at (850) 558-9500.

Sincerely,

Douglas H. Woodlief
Division Director
Emergency preparedness and Community Support

cc: Chief Ben Cassista

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

May 02, 2022

Bill Beasley, Manager
Polk County Fire Rescue
P.O Box 988
Bartow, Florida 33831

Dear Mr. Bergosh,

The Florida Department of Health (DOH) is pleased to award an Emergency Medical Services (EMS) Matching Grant, ID Code M0046 in the amount of \$168,750.00 to Polk County Fire Rescue this grant program is funded by the DOH, EMS Trust Fund. There are no federal funds involved. The purpose of this grant is to improve and expand EMS by assisting your organization with purchase of Heads - CPR Device.

The grant begins the date of this letter and ends June 30, 2023. Your required local cash match is \$56,250.00 with a total budget of \$225,000.00. You are required to report grant activities and purchases to the state pursuant to section 401.113 (2) (b), Florida Statutes, and in compliance with the Florida Catalog of State Financial Assistance, program number 64.003. The reports are due the third week of October 2022, February 2023, and the final report by the grant ending date of June 30, 2023.

Your signed grant application affirms you have read, understand, and will comply with the conditions and requirements in the "Florida EMS Matching Grant Program Application Packet, December 2008." You may obtain a copy of the grant application packet from your identified state contact person.

Thank you for participation in this state EMS grant. If you need assistance, please contact the Bureau of Emergency Medal Oversight, EMS Section, EMS Grants Program Manager, Lorrianna Jean-Jacques at (850) 558-9500.

Sincerely,

Douglas H. Woodlief
Division Director
Emergency preparedness and Community Support

cc: Chief Ben Cassista



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

Date of Sole Source Purchase Request: 1/11/2023

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 St, 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 perform the maintenance on Esri Products.

Total cost for the Sole Source Purchase: 148483.01

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

Zane Kapocsi

Requestor Name (PRINT)

1/11/2023

Date

Signature of Division Director

4/11/23

Date

Requestor Signature (SIGN)

1/11/2023

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 1-23-23 PO#: 23202423 P-Card Purchase: _____

Procurement Specialist: Sole Source #: 23-202

Insurance Received Date: 1-23-23

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 92373-8118

Subject: Renewal Quotation

Date: 12/01/2022
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 #:** + 19093692258 Ext. 2258
Email: TISAACS@ESRI.COM

Number of pages transmitted
(including this cover sheet): 9

Quotation #26118075
Document Date: 12/01/2022

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 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Date: 12/01/2022

Quotation Number: 26118075

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: 03/03/2023 End Date: 03/02/2024	3,000.00	6,000.00
1010	12	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	1,200.00	14,400.00
2010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	700.00	700.00
3010	1	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance	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.

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



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/01/2022

Quotation Number: 26118075

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 03/03/2023 End Date: 03/02/2024		
4010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	500.00	500.00
5010	2	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	200.00	400.00
6010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	500.00	500.00
7010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	500.00	500.00
8010	3	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	400.00	1,200.00
9010	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	1,000.00	1,000.00
10010	20	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	300.00	6,000.00



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Quotation

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Date: 12/01/2022

Quotation Number: 26118075

Item	Qty	Material#		Unit Price	Extended Price
11010	1	98134	ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	500.00	500.00
12010	1	100571	ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	500.00	500.00
13010	2	100572	ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	200.00	400.00
14010	9	153147	ArcGIS Online Viewer Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	100.00	900.00
15010	11	153148	ArcGIS Online Creator Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	500.00	5,500.00
16010	6	154252	ArcGIS Enterprise Creator Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024	500.00	3,000.00
17010	1	154421	Esri Redistricting (USA Only) for ArcGIS Online Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	4,500.00	4,500.00
18010	2	157024	ArcGIS Developer Enterprise Annual Subscription	4,300.00	8,600.00



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Date: 12/01/2022

Quotation Number: 26118075

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 03/03/2023 End Date: 03/02/2024		
19010	4	157501 State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2228626504	750.00	3,000.00
20010	2	161326 ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	10,000.00	20,000.00
21010	2	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	5,000.00	10,000.00
22010	1	161334 ArcGIS GeoAnalytics Server Up to Four Cores Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	5,000.00	5,000.00
23010	2	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	5,000.00	10,000.00
24010	1	161429 ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	5,000.00	5,000.00
25010	1	161430 ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	2,500.00	2,500.00



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Quotation

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Date: 12/01/2022

Quotation Number: 26118075

Item	Qty	Material#	Unit Price	Extended Price
26010	1	161433 ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	2,500.00	2,500.00
27010	1	161435 ArcGIS Image Server Up to Four Cores Staging Server Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	2,500.00	2,500.00
28010	1	162037 ArcGIS Monitor for ArcGIS Server Up to Four Cores Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	2,500.00	2,500.00
29010	24	162039 ArcGIS Monitor for ArcGIS Server Additional Core Maintenance Start Date: 03/03/2023 End Date: 03/02/2024	125.00	3,000.00
30010	2	165531 ArcGIS Online Editor Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024 Subscription ID: 2649693603	200.00	400.00
31010	58	166894 ArcGIS Enterprise Mobile Worker Annual Subscription Start Date: 03/03/2023 End Date: 03/02/2024	350.00	20,300.00
32010	8	166894 ArcGIS Enterprise Mobile Worker Annual Subscription Start Date: 04/11/2023 End Date: 03/02/2024	312.60	2,500.82
33010	20	165533	184.11	3,682.19



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Quotation

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Date: 12/01/2022

Quotation Number: 26118075

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Online Mobile Worker Annual Subscription

Start Date: 08/23/2023

End Date: 03/02/2024

Subscription ID: 2649693603

Item Subtotal	148,483.01
Estimated Tax	0.00
Total	USD 148,483.01

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



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Quotation

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Date: 12/01/2022

Quotation Number: 26118075

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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Quotation

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Date: 12/01/2022 **Quotation No:** 26118075 **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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2023

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 Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	CONTACT NAME: Jaimie Borgonia	
	PHONE (A/C, No, Ext): 949-399-5842 FAX (A/C, No): 949-399-2999 E-MAIL ADDRESS: Jaimie.C.Borgonia@marsh.com	
CN102703377-ESRI-GAWUE-22-23 *	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co. of America	25674
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** LOS-002462912-09 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIAB <input checked="" type="checkbox"/> OWNERS/CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6600130P85ATIL22	02/15/2022	02/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA9M2498362213G	02/15/2022	02/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	N/A	UB8J2564752213G	02/15/2022	02/15/2023	<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
A	<input checked="" type="checkbox"/> Technology E&O/Cyber Liability incl Network Sec. & Privacy			ZPL14T59262 Claims Made Form;Retro Date 7/16/87	02/15/2022	02/15/2023	Each Claim & Aggregate \$ 1,000,000 Deductible \$ 100,000

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 INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL AND AUTO LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA 330 W. 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 of Marsh Risk & Insurance Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION

JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: Jan 27, 2023

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, 269 Mill Rd, Chelmsford, MA 01824, Zandra Evans 727-455-1484

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

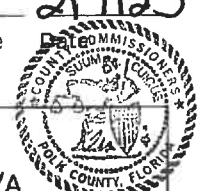
See attached

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

See attached

Total cost for the Sole Source Purchase: \$712,800.00
(Total cost includes shipping & installation (if applicable))

<u>Holly Newton</u>	<u>1/27/23</u>	<u>Heyl Smith</u>	<u>1/31/23</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<u>Holly Newton</u>		<u>[Signature]</u>	<u>2/7/23</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date



PROCUREMENT USE ONLY

Date Received: 1/27/23 PO#: _____ P-Card Purchase: N/A

Procurement Specialist: Brad Howard Sole Source #: 23-204

Insurance Received Date: 1/27/23

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

SS 23-204 (Continuation)

Describe purchase

This Worry-free Service Plan provides annual preventative maintenance, repair services, and free service loaners to prevent loss of coverage on a damaged Zoll Medical X-series Cardiac Monitor and Defibrillator device while it is being repaired. This includes on-site repair services, a battery replacement program, and accidental damage coverage. This service plan is for a 4-year period in the amount of \$712, 800.00.

Explain how this product/service best meets the needs of the County

Fire Rescue purchased 120 Zoll Medical X-series Cardiac Monitor and Defibrillator devices for the County's emergency vehicles through PB 23-183. The piggyback agreement does not include the four (4) year maintenance and repair plan. The devices require annual preventative maintenance to perform as designed and to maintain operational functionality to protect the health of citizens and visitors to the County.

Zoll Medical is the manufacturer and all maintenance must be performed by Zoll or the warranty will be voided.



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-49351 Version: 2

Polk County Fire Rescue
 2470 East Clower Lane
 Bartow, FL 33830

Quote No: Q-49351
 Version: 2

ZOLL Customer No: 289687

Issued Date: January 24, 2023
 Expiration Date: March 31, 2023

Hezedeane Smith
 (863) 519-7421
 hezedeansmith@polk-county.net

Terms: NET 30 DAYS

FOB: Shipping Point
 Freight: Prepay & Add

Prepared by: Zandra Evans
 EMS Territory Manager
 zevans@zoll.com
 +1 7274551484

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8778-89044-WF	<p>X Series - Worry-Free Service Plan - 4 Years On-Site At Time of Sale</p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, 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. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per 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. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II 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 that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)</p>	120	\$7,425.00	\$5,940.00	\$712,800.00

Subtotal: \$712,800.00



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Polk County Fire Rescue
Quote No: Q-49351 Version: 2

Total: \$712,800.00

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Polk County Fire Rescue
Authorized Signature:

Name: _____
Title: _____
Date: _____



Polk County
Board of County Commissioners

Agenda Item R.30.

2/7/2023

SUBJECT

Approve 1) piggyback agreement with Zoll Medical Corporation for cardiac monitoring and defibrillator systems, parts, and accessories; 2) the associated software agreement for Fire Rescue; 3) a transfer from reserves, and 4) purchase of a four-year maintenance plan in the amount of \$712,800; and 5) accept a refund from Philips North America, LLC in the amount of \$4,300,000 and approve refund letter with Philips North America, LLC. (\$5,533,181.64 one-time expense offset by a refund of \$4,300,000)

DESCRIPTION

The Fire Rescue Division requested Procurement's assistance to purchase one hundred and twenty (120) new Zoll cardiac monitoring and defibrillator systems, parts, and accessories along with the associated software for the County's emergency vehicles by piggybacking the League of Oregon Cities (LOC), Contract No. PS20200 with Zoll Medical Corporation as a result of Request for Proposal (RFP) 1935 for Public Safety Medical Supplies, Equipment and Monitors. The new cardiac monitoring and defibrillator systems provide the most advanced technology available to provide more efficient and effective cardiopulmonary activity monitoring of patients and provide medical data to health care professionals while the patient is being cared for during emergency medical transport.

The Zoll Medical piggyback agreement allows for the purchase of the 120 cardiac monitoring devices in the amount of \$4,580,981.64 along with a five-year software subscription in the amount of \$239,400.00. The software purchase is to be paid upfront making the total payment to Zoll Medical Corporation when the order is placed in the amount of \$4,820,381.64.

The County will be able to purchase additional cardiac monitoring devices as the term of the piggyback is through June 8, 2026. Additional parts and accessories may be purchased without further Board approval.

A four-year maintenance plan in the amount of \$712,800 is being purchased through Sole Source 23-204, once the Board approves this agenda item.

In May 2021, the Board approved an agreement with Philips North America, LLC ("Philips") in the amount of \$4,505,493.26 for the purchase of monitors and defibrillators systems (described in Philips Quotation Number 2301157044) which have had performance issues that Philips has been unable to resolve that have rendered the equipment unsatisfactory for Polk County's use model. Philips has agreed to refund Polk County \$4,300,000 upon the execution of the attached refund letter with the remaining balance representing the devaluation of the equipment and services provided by Philips. The monitoring and defibrillator systems purchased through the piggyback agreement with Zoll Medical Corporation will replace the monitors and defibrillators systems that are being returned to Philips for the refund of \$4,300,000.

RECOMMENDATION

Request Board approve 1) the piggyback agreement with Zoll Medical Corporation for cardiac monitoring and defibrillator systems, parts, and accessories; 2) the associated software agreement; 3) a transfer from reserves; and 4) purchase of a four-year maintenance plan in the amount of \$712,800; and 5) accept a refund of \$4,300,000 from Philips North America, LLC and approve refund letter with Philips North America, LLC.

FISCAL IMPACT

Funding in the amount of \$4,820,381.64 is available within the General Capital Improvement Fund, Reserves for Future Capital Expansion. The refund of \$4,300,000 will be deposited in the General Capital Improvement Fund to replenish the Reserve for Future Capital Expansion, leaving a net reduction in the reserve of \$520,381.64. The \$712,800 for the four-year maintenance plan is available in the General Fund, Fire Rescue Division Emergency Medical Services Budget.

CONTACT INFORMATION

Hezedeane Smith, Fire Chief
hezedeansmith@polk-county.net <mailto:hezedeansmith@polk-county.net>
863-519-7362



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

Date of Sole Source Purchase Request: 2/3/2023

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: Emergency Management

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

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

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

Total cost for the Sole Source Purchase: \$119,229.27
 (Total cost includes shipping & installation (if applicable))

<u>Kouros Bastani</u>	<u>2/3/2023</u>		<u>2/6/2023</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<u>Kouros Bastani</u>	<u>2/3/2023</u>		<u>2/6/23</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 2/3/2023 **PO#:** 24101900 **P-Card Purchase:** N/A

Procurement Analyst: B. Howard **Sole Source #:** 23-234

Insurance Received Date: _____

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

Sole Source 23-234

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

A mobile radio tower/trailer combination provides first responders the ability for two-way radio communications outside of their normal operating area in the aftermath of disasters or for special events. This will allow the Polk County Emergency Management Division to establish a communications site anywhere to provide 800 MHz trunked or Mutual Aid operation. The County's current mobile radio tower is dilapidated and in need of replacement.

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 Emergency Management Division provided specifications that meet all of the County's needs for a replacement unit to not lose any capability for first responders and Intent to Sole Source 23-160 was posted. ISS 23-160 received no responsive submittals.



1639 Old Dixie Hwy.
 Vero Beach, FL 32960 USA
 Phone: 1.772.567.3423
 Fax: 1.772.567.3432
 www.alumatower.com
 atc@alumatower.com

QUOTATION

Quote No.
 2200776

TO:

POLK COUNTY EMERGENCY MANAGEME
 PO BOX 1458
 BARTOW, FL 33831
 (1)5)19--3930 Fax: (1)5)19--3929

SHIP TO:

POLK COUNTY EMERGENCY MANAGEME
 PO BOX 1458
 BARTOW, FL 33831
 (1)5)19--3930 Fax: (1)5)19--3929

CONTACT: KOUROSH BASTANI PH: 863-519-7390 EMAIL: KOUROSHBASTANI@POLK-COUNTY.NET

Quote No.	Date	Cust No	Terms	Estimated Delivery	F.O.B.	Expiration	
2200776	12/5/2022	POL020	1/2D BBS	14-16 WEEKS ARO	ORIGIN	30 DAYS	
Item	QTY	Part	Description	Price \$	Mgr Disc.	Disc Price \$	Extension \$
			PAYMENT TERMS: 50% DOWN PAYMENT, BALANCE DUE BEFORE SHIPMENT NOTE: THE PLACEMENT AND CONFIGURATION OF THE FOLLOWING LINE ITEMS, IS TO BE COLLECTIVELY DETERMINED DURING THE DESIGN REVIEW PROCESS. (003, 005, 009, 011, 012, 013) ANTENNA PLACEMENT AND INSTALLATION OF CUSTOMER FURNISHED EQUIPMENT (OP8) TO BE COVERED IN DESIGN GATES, AS WELL. LINE ITEM 016 REPLACES 8FT MAST IN 900174				
001	1	CREDIT	CREDIT - TRAILER TRADE IN	8,000.00-		-8,000.00	-8,000.00
002	1	900174	TRAILER TOWER (53-70/T2-100UG) , GALVANIZED STEEL CHASSIS, 5' 6"W X 20'7"L DECK WITH A-F RAME/T-BAR TONGUE, DUAL 7,000LB GALVANIZED TORSION AXLES (GVWR 9990LBS) WITH ELECTRIC BRAKES, ST235/B5R16 RADIAL TIRES, GALVANIZED WHEELS, FENDERS, 6-HOLE COUPLER CHANNEL WITH 2-5/16 BALL COUPLER, 7,000LB TONGUE JACK, AND ALUMINUM TREADBRITE DECKING. CONTAINS (4) SWINGOUT/SLIDEOUT OUTFITTERS, 2 FRONT & 2 REAR CHASSIS JACK MOUNTS, AND (8) 7,000LB LEVELING JACKS W/ (8) FOOT PLATES. INCLUDES LED DOT LIGHTING, 7 PIN RV TYPE TRAILER CONNECTOR, ELECTRIC BREAKAWAY KIT, SAFETY CHAINS, AND FLASHING AMBER EMERGENCY LIGHT. COMPLETE WITH ELECTRIC TILT WINCH (DC3000), (2) 12VDC 105A BATTERIES, ALUMINUM BATTERY BOX, BATTERY CHARGER, LARGE ALUMINUM STORAGE BOX (684L), TRAILER TOOL KIT (TM-TK), AND TOWER GROUNDING KIT (12-8GR). TOWER (T2-100UG) , 105FT (32M), TELESCOPIC, ALUMINUM, UNGUYED, CONSISTING OF 4-30FT SECTIONS (C2,D2,E2,F2) WITH 7FT OF OVERLAP. COMPLETE WITH 2"OD X 8FT MAST WITH FIXED PLATES AND 120VAC ELECTRIC WINCH (WITH MANUAL BYPASS). INCLUDES PATENTED SLIDE BARS, UPPER AND LOWER LIMIT SWITCHES, AND SAFETY STOP LIMIT SWITCH. UNGUYED- WL: 70MPH, SA: 20 SQ FT, PL: 350LBS. OVERALL TRANSPORT SIZE: 32'8"L X 7'6"W X 8'8"H. APPROX. SHIP WEIGHT: 6,500LBS.	89,543.00		89,543.00	89,543.00
003	1	801451	CABINET, RADIO, TRIPLE, NEMA4, 19" RACK RAILS WITH VIBRATION ISOLATORS, 3 POINT LOCKING, (2) BK BTU HVAC	18,235.00		18,235.00	18,235.00
004	1	803874	PACKAGE, ELECTRICAL,50A, 120/	1,909.00		1,908.00	1,909.00

All prices are valid for 60 days unless otherwise noted.
 All prices are quoted US Dollars - Finance option available, access <http://www.crestcapital.com/alumatower>
 Shipping, Crating and Packaging are extra, unless otherwise noted / For warranty info please access www.alumatower.com/warranty

By: _____
 SCOTTIE BROWN



1639 Old Dixie Hwy.
 Vero Beach, FL 32960 USA
 Phone: 1.772.567.3423
 Fax: 1.772.567.3432
 www.alumatower.com
 atc@alumatower.com

QUOTATION

**Quote No.
 2200776**

TO:

POLK COUNTY EMERGENCY MANAGEME
 PO BOX 1458
 BARTOW, FL 33831
 (1)5)19-3930 Fax: (1)5)19-3929

SHIP TO:

POLK COUNTY EMERGENCY MANAGEME
 PO BOX 1458
 BARTOW, FL 33831
 (1)5)19-3930 Fax: (1)5)19-3929

CONTACT: KOUROSH BASTANI PH: 863-519-7390 EMAIL: KOUROSHBASTANI@POLK-COUNTY.NET

Quote No.	Date	Cust No	Terms	Estimated Delivery	F.O.B.	Expiration	
2200776	12/5/2022	POL020	1/2D BBS	14-18 WEEKS ARO	ORIGIN	30 DAYS	
Item	QTY	Part	Description	Price \$	Mgr Disc.	Disc Price \$	Extension \$
005	1	802496	240VAC, INCL: SHORE POWER INLE T, 100A LOAD CENTER, NEMA3R, (X2) DUPLEX RECEPTACLE/ (X2) GFCI ON (X2) 2 GANG BOX, (X2) GFCI RECEPTACLE ON (X2) SINGLE GANG BOX	1,495.00		1,495.00	1,495.00
			INLET, SHORE POWER, 50A, INSTALLED AND WIRED TO MAIN LOAD CENTER				
006	1	803217	TRANSFER SWITCH, MANUAL,100A,1 PHASE, ASSY, INSTALLED	1,087.00		1,087.00	1,087.00
007	1	801584	TUBE, ANTENNA STORAGE, DUAL, 6 " DIA, UP TO 20FT, ASSY	985.00		985.00	985.00
008	1	801024	ANTENNA STANDOFF, DOUBLE, 3FT ARMS, TOP MOUNT, C HEAVY WALL SECTION, INCLUDES DETENT PINS	550.00		550.00	550.00
009	1	800971	LIGHT, OBSTRUCTION, DUAL, 120V AC, 110FT CORD, WITH MOUNTING BRACKET	1,338.00		1,338.00	1,338.00
010	1	800987	WORK LIGHTS, OPEN TRAILER,DUAL LED, 12/24VDC, 400 LUMENS, SS BRACKET & HARDWARE. INSTALLED	950.00		950.00	950.00
011	1	801301	ASSY, E-TRACK, TIE DOWN, WITH	1,662.00		1,662.00	1,662.00
012	1	801125	ASSY, BOX, STORAGE, 664-M	1,745.00		1,745.00	1,745.00
013	2	701673	PLATE, MOUNTING, LEVELING JACK	513.00		513.00	1,026.00
014	1	803797	KIT, PERMANENT, LIGHTNING PROT ECTION, 106FT TOWER, W/ 5/8"X8 FT L COPPER GROUND ROD, FT INCLUDES:(1) 46" LONG ALUMINUM ROD 1/2" DIA. TREADED TO SCREW INTO BASE; 130 FT OF COPPER WIRE OF AWG LIGHTING WIRE NON-INSULATED; (1) ROD BASE (3) LOOP STRAP TO HOLD AROUND THE WIRE	1,805.61		1,805.61	1,805.61

All prices are valid for 60 days unless otherwise noted.
 All prices are quoted US Dollars - Finance option available, access <http://www.crestcapital.com/alumatower>
 Shipping, Crating and Packaging are extra, unless otherwise noted / For warranty info please access www.alumatower.com/warranty

By: _____
 SCOTTIE BROWN



1639 Old Dixie Hwy.
 Vero Beach, FL 32960 USA
 Phone: 1.772.567.3423
 Fax: 1.772.567.3432
 www.alumatower.com
 atc@alumatower.com

QUOTATION

**Quote No.
 2200776**

TO:

POLK COUNTY EMERGENCY MANAGEME
 PO BOX 1458
 BARTOW, FL 33831
 (1)5)19-3930 Fax: (1)5)19-3929

SHIP TO:

POLK COUNTY EMERGENCY MANAGEME
 PO BOX 1458
 BARTOW, FL 33831
 (1)5)19-3930 Fax: (1)5)19-3929

CONTACT: KOUROSH BASTANI PH: 863-519-7390 EMAIL: KOUROSHBASTANI@POLK-COUNTY.NET

Quote No.	Date	Cust No	Terms	Estimated Delivery	F.O.B.	Expiration	
2200776	12/5/2022	POL020	1/2D BBS	14-16 WEEKS ARO	ORIGIN	30 DAYS	
Item	QTY	Part	Description	Price \$	Mgr Disc.	Disc Price \$	Extension \$
015	1	800985	TIRE, SPARE, ST235/85R16, LOAD	819.00		819.00	819.00
016	1	400448	MAST, 2 X 0.250 WALL X 160"L , 6061-T6	198.00		198.00	198.00
017	1	305840	MOTOR, BALDOR, NEM A 56C, 12.4A@115V, 6.2A@230V, 1PH, 60Hz, 1725 RPM, , WASH DOWN IP55, 8X DRAIN HOLES, FOOTLESS, TEFC BALDOR	2,395.00		2,395.00	2,395.00
018	1	304769	CHARGER, BATTERY, 20A, 120/230	338.58		338.58	338.58
019	1	900388	LABOR	1,250.00		1,250.00	1,250.00
020	1	NOTE2	SHIPPING & HANDLING NOT INCLUDED				
Total for Quote US\$							119,229.17
<p>All prices are valid for 60 days unless otherwise noted. All prices are quoted US Dollars - Finance option available, access http://www.crestcapita.com/alumatower Shipping, Crating and Packaging are extra, unless otherwise noted / For warranty info please access www.alumatower.com/warranty</p>							

By: _____
 SCOTTIE BROWN



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

Date of Sole Source Purchase Request: 1/31/23

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: Wastewater-Utilities

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

Premier Magnesia, LLC 813-928-2793, dpickard@premiermagnesia.com

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

Thioguard. This chemical is used for the wastewater department in maintenance of the biowaste and is for FY23.

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 23-159 was solicited. SEE ATTACHED "NOTICE OF INTENT TO SELL" SOURCE.
FY 22-23

Total cost for the Sole Source Purchase: \$790,206.84 Actual Spend \$394,880.81
(Total cost includes shipping & installation (if applicable))

Charles Nichols Jr

Charles Nichols Jr.

Digitally signed by Charles Nichols Jr.
Date: 2023.01.31 12:25:34 -05'00'

1-31-23

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Tamara Richards 2-3-23

Michael Sims

2/6/23

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 02/03/2023 PO#: 23202916 P-Card Purchase: N/A

Procurement Specialist: Ari Goldstein Sole Source #: 23-238
Approved

Insurance Received Date: _____

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

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA**

NOTICE OF INTENT TO SOLE SOURCE

23-159

Thioguard Magnesium Hydroxide

Polk County, a political subdivision of the State of Florida, needs to purchase reactive grade Magnesium Hydroxide in bulk and have it delivered to a 3,000-gallon bulk storage tank at the Northeast Regional Wastewater Treatment Facility (NERWWTF) located at 200 Westview Road, Davenport, Florida 33837 in order to maintain plant compliance.

It is the intent of Polk County to sole source the purchase of Thioguard magnesium hydroxide slurry and delivery services with Premier Magnesia, LLC.

General Description: Provide magnesium hydroxide and equipment to supplement alkalinity at the NERWWTF using technical-grade magnesium hydroxide slurry. It is the intent to award the sole source purchase of this product for five years.

The intended use of the Thioguard technical-grade magnesium hydroxide slurry specific to the scope of work is to act as a supplemental source of alkalinity for the wastewater nutrient removal process. The influent at the NERWWTF has an alkalinity deficiency which does not allow the nutrient removal process to be completed without the addition of the magnesium hydroxide.

The minimum requirements for the magnesium hydroxide must include:

- MgO, weight% minimum of 98.5
- Acres/gallon of 3.0
- Lbs. Alkalinity/gallon, Equivalent CaCO₃/gallon of 11.0

The County averages eight (8) tons of magnesium hydroxide per delivery and needs approximately seven (7) deliveries per month.

Should any firm wish to provide information to Polk County, that they are able to provide an equal product and services, then documentation to support their position should be submitted to:

Polk County Procurement Division
330 West Church Street
Bartow, FL 33830
Attn: Ari Goldstein

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

NOTICE OF RECOMMENDATION AWARD FOR SOLE SOURCE PROCUREMENT

DATE: January 6, 2023

ISS NUMBER: 23-159

ISS TITLE: Thioguard Magnesium Hydroxide

**RECOMMENDED
SOLE SOURCE PROCUREMENT TO:** Premier Magnesia, LLC

PROCUREMENT ANALYST: Ari Goldstein

An 'Intent to Sole Source' (ISS) solicitation has been conducted and no other firms have responded in the affirmative to providing the goods/services requested. It is the intent to award a 'Sole Source Procurement' (SSP) to the above recommended firm. The Procurement Director will approve the SSP for a total completion time of five (5) consecutive years. At the completion of said five (5) years, another ISS solicitation should be conducted.

Any actual bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract or bid may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest on the bid award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. Deadline for filing protest: **Wednesday, January 11, 2023, at 4:00 p.m.** If no protests are received, the Procurement Director will award the project. The recap and bid analysis can be found at the following link: <https://www.polk-county.net/procurement/bidstatus>.



January 13, 2022

Charles Nichols Jr.
North Region WPC Supervisor
Polk County Utilities
200 Westview Rd.
Davenport, Florida 33837

Re: Proposal for New Contract 2022-2023

Mr. Nichols:

As you know from our previous conversations our costs have increased not only on local deliveries but the PPI PCU 325 and the PPI PCU 482111482111 Line Haul Rail index has also increased. The PPI PCU 325 Index indicates a 10.20% increase from September of 2021 to September 2022 (Attachment A). The Line Haul Rail Index has increased by 10.4 percent for the same period (Attachment B). This does not include Terminal to site Transportation charges which has doubled since this time last year.

In light of the present economic times and increases in the pertinent indices, Premier respectfully requests an increase in the per gallon rate of 11.3% which would be an increase to \$3.55 per gallon. The per gallon price for the product will be billed in wet pounds which is the price per gallon divided by 12.72 wet pounds per gallon (\$0.279 per wet pound). In addition there would be a fuel service charge added to the invoice for any time period when diesel fuel is above \$3.00 per gallon.

We appreciate your business and consideration in this matter. If there are questions or you need additional information, please contact me. (813) 928-2793

Sincerely,

A handwritten signature in black ink that reads "David W. Pickard". The signature is written in a cursive, flowing style.

David W. Pickard
Florida Manager
Premier Magnesia
(813) 928-2793
dpickard@premiermagnesia.com

ATTACHMENT A



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

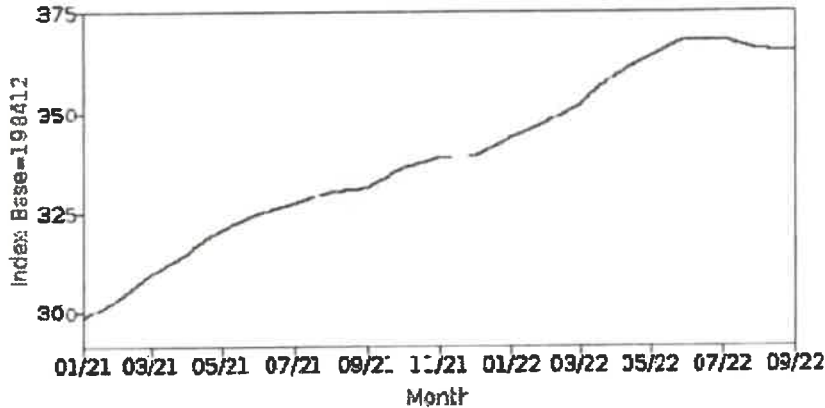
Change Output

Options: From: To: include
 graphs include annual averages [More Formatting Options](#)

Data extracted on: November 14, 2022 (8:47:41 AM)

PPI Industry Data

Series Id: PCU325—325—
Series Title: PPI industry sub-sector data for Chemical mfg, not seasonally adjusted
Industry: Chemical mfg
Product: Chemical mfg
Base Date: 198412



Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	298.7	303.2	309.5	314.5	320.6	324.7	327.081	330.525	331.361	335.868	338.561	339.393
2022	343.585	347.303	351.652	359.478	363.747	368.125	367.740	365.322	365.190			

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

ATTACHMENT B



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject
 Databases, Tables & Calculators by Subject

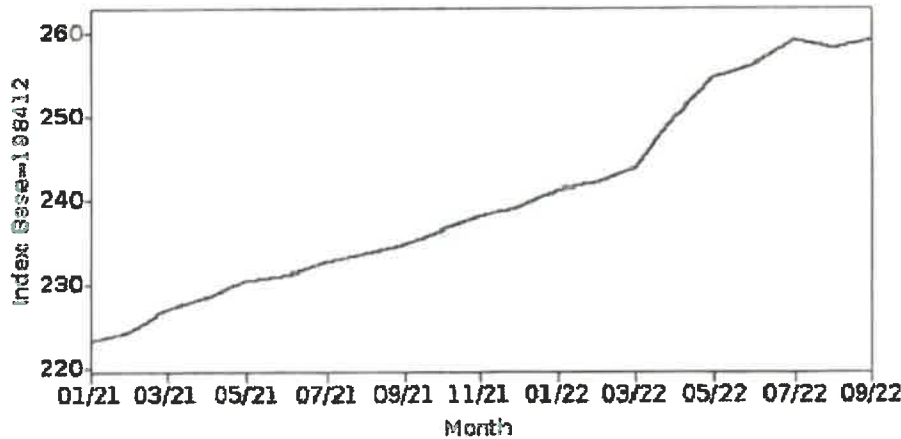
Change Output

Options: From: To: include
 graphs Include annual averages [More Formatting Options](#)

Data extracted on: November 14, 2022 (9:00:28 AM)

PPI Industry Data

Series Id: PCU482111482111
Series Title: PPI industry data for Line-haul railroads, not seasonally adjusted
Industry: Line-haul railroads
Product: Line-haul railroads
Base Date: 198412



Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	223.2	224.4	226.8	228.4	230.3	231.0	232.410	233.491	234.583	236.297	237.879	238.886
2022	240.995	241.782	243.482	249.784	254.679	255.971(P)	258.974(P)	257.986(P)	259.066(P)			

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

Cost Estimate Based on 2022 Deliveries

Total dry pounds delivered 1/1/22 – 12/31/22	1,519,197
Total Gallons	197,298
Total Wet Pounds	2,509,635
Wet Pounds x110%	2,760,598
Cost (\$0.279 per wet pound)	\$770,206.84
Estimated Fuel Service Charge (\$0.10 Per gallon delivered)	\$19,729.80



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

Date of Sole Source Purchase Request: 3/7/2023

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: Fleet Management

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

AssetWorks 998 Old Eagle School Road, Suite 1215 Wayne, PA 19087
Alexis Scheifley Alexis.Scheifley@asseetworks.com

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

Assetworks Software-annual services for the license system 11-1-2022 to 10-31-2023. This service includes maintenance, support, hosting and reporting for the year. This service will be able to stay up and running everyday with the support from Assetworks when needed. This will be an annual charge for all of the services they provide.

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 program was purchased as a comprehensive Fleet Management system supporting all BOCC vehicles and equipment maintenance records. Being a propriety system this annual maintenance agreement also includes regular updates and support which provides a current version Assetworks.

** Previously acquired through PB 21-032 (Contract 20-44) in which exp. 6/30/22*

Total cost for the Sole Source Purchase: 56,470.05

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

<u>Melissa Lowery</u>	<u>3/7/2023</u>		<u>3/7/23</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
	<u>3/7/23</u>		<u>3/10/23</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 3/8/23 PO#: 23203196 P-Card Purchase: _____

Procurement Specialist: Danielle Rose Sole Source #: 23-299

Insurance Received Date: _____

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

AssetWorks
 998 Old Eagle School Road, Suite 1215
 Wayne PA 19087

County of Polk, FL
 Polk County Fleet Management 2490 Bob Phillips Rd
 Bartow, FL 33830

AssetWorks Fleet Invoice



Invoice Number: SIN001860
Invoice Date: 2/28/2023
Terms: Net 30
Invoice Due Date: 3/30/2023

Invoice Currency		USD
	Description/Notes	Total
1	Description <i>FleetFocus FA</i> Maintenance and Support for annual period of November 1, 2022 - October 31, 2023	\$20,087.55
2	Description <i>FleetFocus FA</i> Application Hosting & Reporting Database for annual period of November 1, 2022 - October 31, 2023	\$36,382.50

Subtotal \$56,470.05
Tax Total \$0.00
Invoice Total \$56,470.05

ALL SOFTWARE ELECTRONICALLY DELIVERED

AssetWorks US Tax ID # 46-0521049 - Canada GST/HST # 83411 3896 RT0001

Remit by CHECK to: AssetWorks, Inc. PO Box 202525. Dallas, TX. 75320-2525

Remit by EFT / ACH / WIRE to: Wells Fargo ABA Rtg# 122105278 Acct# 5076434348 Swift Addr WFBIUS6S

Remit by CREDIT CARD: Accepted for invoices under \$10,000.00. Larger amounts are subject to an additional 4% fee for credit card processing

If you have any questions regarding this invoice, please contact Alexis Scheifley @ Alexis.Scheifley@assetworks.com. Thank You!

50101. 410599090. 5334990

AssetWORKS

MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 1734 FA MNT/HST22
Revised to increase 5% per contract cap

TO: Polk County
FROM: AssetWorks Inc.
DATE: March 7, 2023
RE: FleetFocus FA Maintenance and Support Renewal

Prices valid through October 31, 2023

Software Maintenance & Support

Hosting & Reporting Database

For annual period 11/1/2022 - 10/31/2023 (12 months)

	Year 2 Pricing	5% Increase	Current Pricing
FleetFocus FA license for up to 1,500 active equipment units			
Including Reporting, Shop Activity, Customer Access, KPI/Dashboards, NAPA Hub Interface, MAXQueue Integration, Crystal Reports Server OEM Edition for up to 1x report writer	\$19,131	5%	\$ 20,087.55
FleetFocus Hosting Fees for up to 1,500 active equipment units	\$28,350	5%	\$ 29,767.50
Reporting Database	\$6,300	5%	\$ 6,615.00
Maintenance & Hosting Subtotal			\$ 56,470.05

OPTIONAL MAINTENANCE BUNDLES

AssetWorks Academy Users Conference Admission

Quantity @ \$1,250.00/person

Management Review

Check here to receive a quote

AssetWorks will perform onsite assessment relating maintenance practices to available system functionality to optimize organizational performance. This review will be scheduled at a mutually convenient time.

For Visa, MasterCard, and American Express payments, add 4%:

REMIT TO:

Sales Tax: 0.0000% \$ -

CHECKS

All software updates are electronically delivered

AssetWorks
PO Box 202525
Dallas TX 75320-2525

GRAND TOTAL DUE, \$ US \$ 56,470.05

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 46-0521049
Canada GST/HST # 834113896 RT0001
AssetWorks Inc. is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Alexis.Scheifley@AssetWorks.com or by fax to (610) 971-9447. **Do not mail POs to our remittance address.**

Terms

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at <http://www.assetworks.com/TC-Fleet/>. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ Title: _____

Signature: _____ Date: _____

PO REQUIRED: # _____ NO PO REQUIRED NO SEPARATE INVOICE NEEDED

Please MAIL invoice to: _____

Please E-MAIL invoice to: _____

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. **Thank You!** ←



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

Date of Sole Source Purchase Request: 4/11/2023

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):

CENTRISYS CORPORATION, Mickey Balash, (262) 654-6006, mbalash@centrsys.us

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

Rental of a centrifuge at the Northeast wastewater treatment plant. The rented centrifuge will help the facility meet permitted discharge requirements. It will provide a means to keep up with current sludge processing at the higher flows currently being experienced.

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

Centrisys centrifuges is the only authorized vendor with a centrifuge compatible with this system.

(3 additional months rental)

Total cost for the Sole Source Purchase: \$100,000.00 + \$82,500 = 182,500.

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

Art Tillman

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 04/12/2023

PO#: 23203741

P-Card Purchase: N/A

Procurement Specialist: Ari Goldstein

Sole Source #: 23-362

Insurance Received Date: 04/12/2023

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

*6/2/23
Mickey
Stump*

Utilities Supply Order Request (Operations)

SS 23-362

Circle Organization Code

Ops Admin.	42011/660536018	Mechanical Water	42011/660536023	Elect - Water	42011/660536020
Lab	42011/660536009	Mech Wastewater	42011/660536024	Elect - Wastewater	42011/660536021
Maint / Elect Gen Repair	42011/660536010	Mech - Lift Stations	42011/660536025	Elect - Lift Stations	42011/660536022

Suggested Vend
 CENTRISYS CORPORATION
 Vendor #: 1019556
 9586 58TH PL
 KENOSHA, WI 53144

Description	Extended Cost	Account
1 SS 23-362 - Centrifuge rental for NE WWTP - Ref# 11826 - 3 additional months rental	\$100,000.00	42011/660536013/5334990
Total Cost:	\$100,000.00	

Justification: 3 additional months centrifuge rental at the NE WWTP

Ship to address:

200 Westview Dr. Davenport FL 33837 - NE WWTP
 1011 Jim Keene Blvd, Winter Haven FL. 33880

Invoiced:

Adding to PO 23203741

Requested by:

Tim Peters

Approved by:

Charles Nichols, Jr.

Date Requested: 6/19/2023

Prepared by: TLM

Purchase Order 23203741



Order	23203741
Order Date	20-APR-2023
Change Order	0
Change Order Date	20-APR-2023
Ordered	100,000.00 USD
Type of Purchase	Sole Source
Supplier Number	1019556

Sold To **Polk Co., A Political Subdivision of State of Florida**
330 W Church Street
Bartow, FL 33830Polk

Supplier **CENTRISYS CORPORATION**
9586 58TH PL
KENOSHA, WI 53144

Bill To **Polk County BoCC**
1011 Jim Keene Blvd
Winter Haven, FL 33880Polk
UNITED STATES

Ship To **1011 Jim Keene Blvd**
Winter Haven, FL 33880Polk
UNITED STATES

Notes USD = US Dollar

Payment Terms	Ship Via	F.O.B
FS 218.73-Prompt Payment Act	Best Way	DESTINATION
Freight Terms	Buyer	Deliver To Contact
Best Way	Ari Goldstein	Nicole Cheek E-mailnicolecheek@polk-county.net

Type of Purchase	POLK_PO_CATEGORY	Reference Number	Clerks Contract Number
Sole Source	Utility Systems	23-362	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
------	------	-------	----------	-----	---------	---------

1	SS #23-362: Centrifuge rental for NE WWTP - Ref# 11826/ 3 month rental	100,000.00				
---	--	------------	--	--	--	--

Notes Ship to address: 200 Westview Dr. Davenport, FI 33837

Bill to address: 1011 Jim Keene Blvd Winter Haven FI 33880

Promised

100,000.00

Requested

04/24/2023

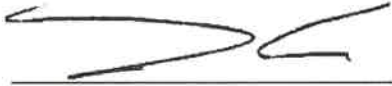
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

Purchase Order 23203741

Line	Item	Price	Quantity	UOM	Ordered	Taxable
					Total	100,000.00

Note to Supplier

Please see the attached document PO Request for SS 23-362 -- PO Terms and Conditions on the attachment supercede those automatically generated and attached to the PO.

This Order is subject to the General conditions attached here to.	Approved by Fran McAskil  _____ Fran McAskil Budget & Procurement Director
---	--

Purchase Order Terms & Conditions

1. **ACCEPTANCE.** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the County.
2. **TITLE.** The risk of loss of goods covered by the Purchase Order shall remain the Seller until the goods have been delivered to a designated site and actually received by the County. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the seller.
3. **DOCUMENTS.** All plans, specifications, drawings and data which have been made available to Seller in connection with the Purchase Order, or which relate to work or materials to be furnished hereunder, are hereby incorporated and made a part hereof.
4. **CHANGES.** The County may unilaterally and at any time or from time to time order additions, deletions or revisions in the services/goods. These changes will be authorized by a change Order. Additional services performed by the Seller without authorization of a written Change Order will not entitle the Seller to an increase in the Purchase Order price or an extension of the Purchase Order time.
5. **INSPECTION.** The goods and services purchased hereunder are subject to the inspection and approval of the County. The County reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
6. **DEFAULT.** If the goods and services fail to pass inspection or approval, or if the Seller fails to perform the services at the time specified herein, or fails to perform any other provisions of the Purchase Order, and does not correct such failure within a period of ten (10) days after receipt of written notice from the County, then the County may proceed in its sole discretion to terminate the purchase order and to procure the goods and services from another source.



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

Date of Sole Source Purchase Request: 4/11/2023

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):

CENTRISYS CORPORATION, Mickey Balash, (262) 654-6006, mbalash@centrisys.us

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

Rental of a centrifuge at the Northeast wastewater treatment plant. The rented centrifuge will help the facility meet permitted discharge requirements. It will provide a means to keep up with current sludge processing at the higher flows currently being experienced.

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

Centrisys centrifuges is the only authorized vendor with a centrifuge compatible with this system.

Total cost for the Sole Source Purchase: \$100,000.00

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

Art Tillman

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

PROCUREMENT USE ONLY

Date Received: 04/12/2023 PO#: 23203741

P-Card Purchase: N/A

Procurement Specialist: Ari Goldstein

Sole Source #: 23-362

Insurance Received Date: 04/12/2023

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



February 24, 2023

Polk County Utilities
1011 Jim Keane Blvd.
Winter Haven, FL 33880

To Whom It May Concern:

This letter is to certify that Centrisys is the sole-source supplier of original replacement parts and accessories for Centrisys brand centrifuges, hydraulic backdrives and control systems. As the sole-source supplier, Centrisys guarantees that the parts and accessories provided will always meet our OEM standards.

Sincerely,

A handwritten signature in black ink that reads "Joshua J. Gable". The signature is written in a cursive style.

Joshua J. Gable
Sales Director
Centrisys/CNP



CENTRISYS EQUIPMENT LEASE



Actual equipment will vary depending on customer's needs and availability

THIS EQUIPMENT LEASE or PILOT TESTING AGREEMENT is made by and between:

Centrifuge-Systems, LLC
9586 58th Place
Kenosha, WI 53144
(hereinafter referred to as "Centrisys")
and
Polk County

1011 Jim Keene Blvd.

Winter Haven, FL 33880
(hereinafter referred to as "Customer")

SECTION 1

SCOPE OF SUPPLY

Equipment	Manufacturer	Model	Phase	Mount	Reference #
CS-35	Centrisys	21-4HC	2PHASE	SKID	11826

Replacement Value for insurance purposes

Equipment Includes

Feed Pump	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Conveyor	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Grinder	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Power Cable	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Polymer	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Polymer System	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Power Cable	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Hoses and Fittings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
*Trailer	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Additional charges apply if centrifuge skid is to remain on trailer during rental period

Regular Trailer \$1200/month Double Drop \$2,500/month

MODIFICATIONS

SECTION 2

SCOPE OF SERVICES - RENTAL

Commissioning: Set up assistance and process startup. Yes No
Approximately 3 days.

Decommissioning: Tear down, pack up and prepare for return shipping. Yes No
Approximately 2 days..

SCOPE OF SERVICES - PILOT TESTING

Commissioning: Set up assistance and process startup.
Approximately 1 day.
Decommissioning: Tear down, pack up and prepare for return shipping.
Approximately 1 day.
Analysis of samples.
Completion and submission of pilot test report

OTHER SERVICES



SECTION 3 **TERMS AND PROVISIONS**

1 Lease

Centrisys hereby leases to Customer, and Customer hereby leases from Centrisys the Equipment, as described above. The purpose of this Lease Agreement is to allow the Customer to operate and/or evaluate the performance and efficiency of the Equipment. "Exhibit A" is attached hereto and made a part of this Agreement.

2 Insurance

Customer shall procure and continuously maintain and pay for all risk insurance during the contract term covering this Equipment against loss, theft or damage from every cause whatsoever, naming Centrisys as loss payee, for not less than the replacement cost of the Equipment as set forth in Section 1, Scope of Supply, without consideration for depreciation. Further, Customer shall provide Certificates evidencing this insurance to Centrisys, prior to shipment of equipment.

3 Lease Term/Minimum Rental Period

The Lease term shall commence as of the day and time that the Equipment leaves the shipping dock of Centrisys and shall continue thereafter until the Equipment is returned back to the shipping dock of Centrisys. The minimum rental period under this Lease is 30 days even if the equipment is returned back earlier. After the initial 30 days, rent will be charged on a 15 day (1/2 month) period until the Equipment is received back at Centrisys' shipping dock. (This minimum rental period does not apply for pilot tests.)

4 Rent and Security Deposit

Prior to shipment of the Centrisys rental equipment, both the security deposit and the first month's rent must be paid in full to Centrisys as specified in "Exhibit A," Both of these expense items will be invoiced to customer upon the execution of this agreement. Subsequent invoices shall be issued one month after the equipment is delivered to site and on a monthly basis thereafter, at the beginning of the rental month. Excluding the security deposit and first month's rent, all payments due "Net 30."

5 Transportation Charges

All freight charges from Centrisys' shipping dock to the Customer Site; and return from Customer Site to Centrisys' shipping dock shall be paid by the Customer, unless otherwise noted in Exhibit A.

6 Cancellation Fee

In the event the Customer refuses delivery after the unit has shipped, a cancellation fee of \$1,000 will be charged to the Customer, plus any incurred shipping costs



7 Taxes

Customer shall be responsible and pay for all applicable federal, state and local use, sales, property (ad valorem), excise and similar taxes or government charges relating to the Equipment or otherwise attributable to this Equipment Lease.

8 Technical Service

The services of our technician will be billed separately as outlined in "Exhibit A".
If technical services are declined, customer takes responsibility for proper commissioning and decommissioning.

9 Installation of the Equipment

Customer shall furnish, at its own expense, all provisions, material, labor and conditions required for the temporary installation of the Equipment, including suitable building enclosures, foundations and appurtenances necessary to provide a complete operating facility, if applicable.

10 Reconditioning Charges

All repairs necessary, beyond normal wear, will be at the current standard shop rate plus parts. The reconditioning charge only applies if the equipment is damaged due to abuse, negligence or other circumstances on the Customer's part and out of Centrisys' control.

11 Location of Equipment

Throughout the term of this Agreement, the Equipment shall be kept by the Customer at the Location specified in "Exhibit A" and shall not be moved without the prior written consent of Centrisys.

12 Payment of Invoices

Centrisys shall submit an invoice to the customer covering any reconditioning payment and/or services provided in connection with this Agreement. Such invoices shall become due and payable by the Customer per F.S.218.74, Florida Prompt ~~Prep~~ Act.

PAY



13 Ancillary Equipment and Installation

Unless otherwise stated in "Section 1 Scope of Supply," the Customer shall be responsible for furnishing all required ancillary equipment including, but not limited to, pumps, wiring, interconnecting piping, cake conveying equipment, etc., required for operation of the Equipment. Centrisys shall not be responsible for furnishing any equipment or service except as specifically noted in this Agreement. The Customer shall be responsible for the integration of various components into the complete system and installation of same. The Customer further agrees to provide routine maintenance of the Equipment while in the Customer's possession and must operate and maintain the same in accordance with Centrisys' instructions.

14 Maintenance/Use

Customer shall maintain, service and keep in good repair the Equipment at its own expense, except for normal wear and tear or depreciation. Customer shall use the Equipment for its intended purpose in the regular course of business and operate the same with a competent and qualified operator within normal operating capacities and in compliance with all conditions and requirements of any insurance policies. If Equipment is operated without Centrisys personnel, customer shall be responsible for maintaining equipment to Centrisys guidelines.

15 Supplies/Utilities

Customer shall pay all charges for conditioning chemicals, water, steam, electricity, light, heat, power, telephone or other utility services furnished to or used on, or in connection with, the Equipment (including any charges for installation of such services) during the term of this contract. Centrisys may supply polymer or other chemicals for testing.

16 Ownership

Title to the described Equipment and all additions and accessories originating from Centrisys remain unqualified in Centrisys Corporation's name.

17 Modifications

Customer shall not make any modifications, alterations, or improvements to the Equipment without the prior written consent of Centrisys.

18 Safety Devices

Centrisys shall furnish safety devices normally associated with the Equipment. Any additional safety devices which may be required due to local government regulations, etc., shall be furnished and installed by the Customer.



19 Accommodation by Customer

Customer agrees to provide reasonable access to Customer's site for customary mobile transport vehicles for delivery of the Equipment. Customer is responsible for offloading of Equipment immediately upon delivery, except where a Centrisys supplied trailer is included as specified under Section 1, Scope of Supply. Customer's failure to accommodate delivery of the Equipment could result in additional shipping charges.

20 Confidentiality

The Customer agrees not to divulge to third parties any pertinent details with respect to the test or the design of Equipment supplied under this agreement nor to provide third parties with actual access to the Equipment without the express written consent of Centrisys.

21 Cleaning/Packing/Return Shipment

Upon completion of the program and prior to return shipment, the Customer shall thoroughly clean the Equipment to the extent possible and prepare it for transport, unless it is agreed that a Centrisys technician is conducting the entire test, or a Centrisys technician has been requested for decommissioning.

22 Access to Equipment

Centrisys shall at all times have free access to the Equipment, as well as all records of Customer with respect to the Equipment, for the purpose of maintenance, inspection and observation or, to make alterations, repairs, improvements, or additions, or to determine the nature or extent of use of the Equipment.

23 Default

Customer's failure to pay rent and other amounts owing hereunder, within 30 days after their due date, or if Customer fails to observe or perform any other obligation of this Agreement, shall entitle Centrisys to any of the following remedies: (i) declare the entire amount of rent immediately due and payable without notice or demand; (ii) sue for recovery of rents and other payments; (iii) take possession of the Equipment, without notice or demand; (iv) terminate this Agreement; or (v) pursue any other remedy at law or in equity.

24 Entire Agreement, Governing Law, Binding Effect

This Agreement constitutes the complete understanding and agreement between Centrisys and the Customer and shall be construed and enforced in accordance with the laws of the State of Florida. Further, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.



25 Acceptance of Equipment/No Warranties

Customer has determined that the Equipment is suitable for the use intended, and Customer has inspected the Equipment and accepts the same in an “as is” condition as delivered. Centrisys has not made and makes no representations or warranties, whether expressed or implied as to the condition of the equipment, including its merchantability, design, quality, workmanship, or fitness for any particular purpose.

27 Additional Customer Responsibilities

Customer acknowledges receipt of Skid Information Document detailing equipment size, weight, power, and water requirements. Proper offloading equipment is available on site and that equipment will be situated on level ground suitable to the size of the equipment.

Distance to the feed connection point, drain and electricity supply verified. Electrical hookup, hoses and connections verified and obtained

Consumables (grease and oil) necessary for extended operation of equipment, are to be furnished by the Customer at its cost.



EXHIBIT A		
LEASE PAYMENT SCHEDULE		
CONTRACT AND SIGNATURE		
Weekly Testing Rate:		\$
Monthly Rental Rate:	Due with signed agreement	\$ 27,500.00
Security Deposit:	Due with signed agreement	\$ 0
Site Service Rate:	Estimated Site Service Requirement per Section 2	
	Includes commissioning and decommissioning at \$1700/day	\$ 8,500.00
Contract Term:		Months
	Minimum rental of 30 days (not prorated)	
Contract Start Date:		_____
	Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.	
Freight To and From Site (Estimated):		\$ 5,000
Availability:	_____ days after receipt of signed contract, security deposit and first month's rent	
Payment Terms:	Due upon receipt	
F.O.B.:	Destination	
Additional Comments:		
Site Information		
Name: Polk County		
Street Address: 1011 Jim Keene Blvd.		
City, State Zip: Winter Haven, FL 33880		
Contact Name/Phone: Clay Gibson (863) 298-7915		

<i>We hereby accept, agree and comply with the terms and conditions set forth above.</i>	
Customer Signature	Date
<i>Madhavi Batchu</i> Madhavi Batchu Chief Operating Officer	04/17/2023
Centrisys Signature	Date

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

CGI AI 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but 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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but 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:

(1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

GL
WOS

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WE OH3037

Endorsement Number:

Effective Date: 01/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CENTRISYS CORPORATION

9586 58TH PL
KENOSHA WI 53144

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



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

Date of Sole Source Purchase Request: 3/6/2023

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):

Ring Power Corporation 3425 Reynolds Road Lakeland, FL 33803	Tracey Shiflet 813-376-2546 Tracey.Shiflet@RingPower.com
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Describe Purchase. What will this purchase do for the Division?

In lieu of purchasing new or used machines, the Ring Power Second Life Program will repair/recondition our CAT 836K TWZ00531 Compactor for continued use at NCLF. Our Compactors are mission critical machines used in Landfill Operations. All components of the machine will be removed, cleaned, inspected and replaced or reconditioned using Genuine Caterpillar Parts and assembled by experienced, dealer-trained technicians. It will also be thoroughly tested under simulated working conditions to ensure the product meets Caterpillar's Guidelines. Restoring the machine and its components to New operational condition will result in the lowest cost per hour of operation available. Rebuilding the CAT 836K Compactor will save the County approximately \$500k compared to purchasing a new machine or taking a chance on another manufacturer's used machines with unforeseen problems.

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

Our 836H TWZ00531 Compactor is a Caterpillar. As the only certified CAT dealer for our region, Ring power is the only vendor who can perform the Second Life Program and is able to offer a "same as new" 12-month warranty on hte Second Life Rebuild and an extended power-train warranty, which adds to the cost savings to the County.

Total cost for the Sole Source Purchase: \$781,379.00

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

Juan San Martin

Requestor Name (PRINT)

Date

Signature of Division Director

Date

Requestor Signature (SIGN)

Date

Signature of Procurement Director/Designee

Date

Deputy County Manager:

Date: 2023/05-03

Division Director:

Date: 5/3/23



POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION

JUSTIFICATION FOR SOLE SOURCE PURCHASE

PROCUREMENT USE ONLY

Date Received: 5/3/23 **PO#:** 23203938 **P-Card Purchase:** _____
Procurement Specialist: Ken Brush **Sole Source #:** 23-382
Insurance Received Date: _____

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

Ring Power



Ring Power Second Life Program



836K TWZ00531



Ring Power



Ring Power Corporation is pleased to respond to your invitation to repair / recondition the aforementioned machine. These repairs will allow the customer to receive additional value from the Caterpillar product on certain components, which can again achieve their full potential through major overhaul. By restoring these components to new operational condition and continuing to benefit from other machine systems, which have not yet reached the end of their life cycle, this will result in the lowest cost per hour of operation available.

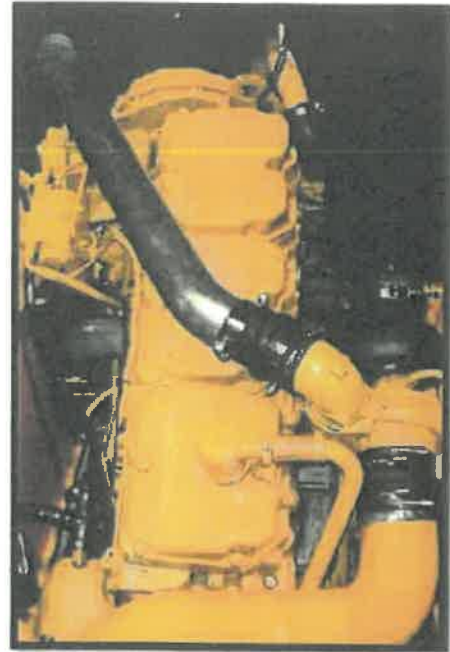
All components mentioned in the attached scope of work will be: removed, cleaned, inspected, reconditioned, or replaced using Genuine Caterpillar Parts and assembled by experienced, dealer-trained technicians. After completing assembly of the components, the machine will be thoroughly tested under simulated working conditions to ensure the product meets Caterpillar's Guidelines. To complement the restored components, the machine will be thoroughly cleaned, sandblasted, painted and new decals applied.

Please review the attached scope of work, warranty coverage, and let us know if you have any questions.



ENGINE

- Disassemble engine
- Clean all engine parts in a caustic solution
- Recondition cylinder block, magnaflux, counter bore, resurface, and align bore as needed
- Recondition cylinder heads, install exhaust and intake valves, and magnaflux
- Polish and inspect camshaft or replace if needed
- Replace liners and pistons
- Recondition connecting rods
- Recondition fuel system and bench test for performance
- Recondition oil pump
- Recondition water pump
- Recondition turbocharger
- Recondition electrical system, alternator, and starter
- Recondition rocker arm assemblies
- Polish and inspect crankshaft or replace if needed
- Recondition engine oil cooler
- Recondition fan drive
- Recondition engine mounts
- Assemble using new bearings, seals, gaskets, filters, oil, V-belts, and thermostats
- Replace emission components
- Dynamometer test engine for performance under simulated working conditions for a period of four (4) hours and provide customer with computerised readout
- If an engine "rebuild" cannot be performed due to condition, then the engine will be replaced with new or Caterpillar Reman.



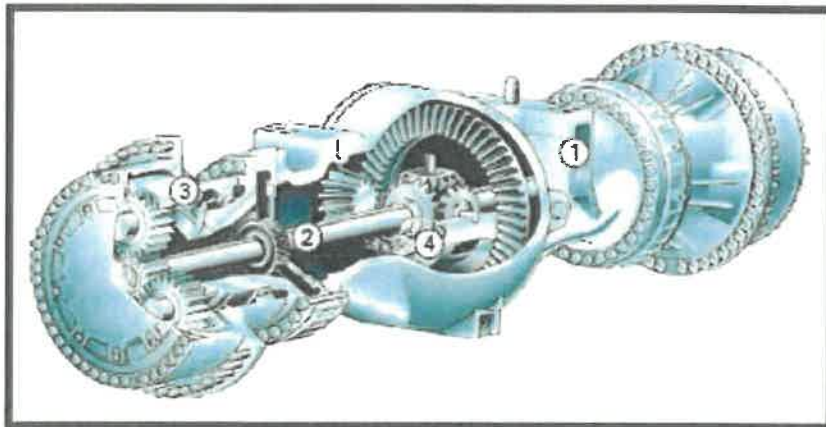
TRANSMISSION AND TORQUE CONVERTER

- Disassemble transmission and torque converter
- Completely clean in dip tank, including all parts, such as gears and shafts
- Magnaflux housings and shafts
- Recondition transmission oil cooler
- Inspect and replace all necessary discs, plates, gears, and shafts
- Recondition and /or replace the transmission and torque converter pumps
- Reassemble using new bearings, seals, races, and gaskets
- Recondition drive line and replace all U-joints
- Bench test under simulated working conditions and adjust all pressures to proper specifications.
- If a transmission/torque converter “rebuild” cannot be performed due to condition, then the transmission/torque converter will be replaced with new or Cat Reman.



AXLES, DIFFERENTIALS, AND FINAL DRIVES

- Disassemble axle housings, differentials, and final drives
- Clean pinions and all gears
- Replace or repair front and rear axle housings due to bottom wear.
- Recondition front and rear axle housing supports
- Recondition rear trunnion and front pinion supports
- Inspect all threaded holes and restore damaged threads
- Replace all damaged fasteners
- Inspect all pinions, gears, and shafts
- Replace all bearings, races, and seals
- Replace brake discs and hardware as needed
- Recondition guards
- Assemble and adjust to proper specifications

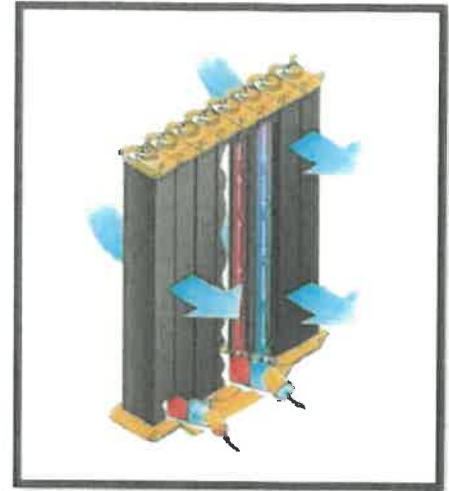


SERVICE AND PARKING BRAKES

- Clean and inspect foot valves and repair or replace as needed
- Inspect parking brake control, actuator, and brake assembly
- Inspect all brake lines for damage or wear and replace as needed
- Recondition or replace hydraulic brake cylinder
- Bleed, test, and adjust system to proper specifications

RADIATOR

- Disassemble radiator completely
- Replace pressure relief and radiator cap
- Test and recondition or replace cores
- Replace all coolant hoses
- Assemble and install
- If the radiator “rebuild” cannot be performed due to condition, then the radiator will be replaced with NEW or Cat Reman.



STEERING SYSTEM

- Disassemble steering control, inspect, and reassemble using new seals and bearings
- Recondition or replace metering pump (HMU)
- Replace damaged or worn lines and hoses
- Recondition or replace steering control valve
- Steering Cylinders will be completely reconditioned using Caterpillar Reusability Guidelines and or Replaced with NEW

HYDRAULIC SYSTEM

- Recondition or replace main hydraulic pump as needed
- Blade Lift Cylinder will be completely reconditioned using Caterpillar Reusability Guidelines and or Replaced with NEW
- Recondition or replace all hydraulic control valves
- Replace all hydraulic hoses
- Replace all damaged or worn steel tubes as needed
- Disassemble hydraulic tank and clean internally
- Install new filters and oil
- Reassemble system and adjust pressures to proper specifications

ELECTRICAL SYSTEM

- Replace batteries and cables with new
- Replace wiring harnesses
- Replace all switches, sensors, relays, and senders with new
- Replace back up alarm
- Replace all lighting
- Replace electrical panel with new

OPERATOR'S COMPARTMENT

- Completely disassemble cab
- Replace operator's seat and suspension
- Recondition or replace all control linkages and/or cables
- Replace headliner, floor mats, and interior sound suppression linings
- Recondition heater and air conditioning system
- Repair or replace damaged and rusted exterior sheet metal
- Replace all damaged glass, window seals, and mesh guards
- Repair or replace all wiper motors, arms, and blades
- Repair any internal damage caused by rust or corrosion
- Repair or replace window(s) and door(s)
- Install new mounts on cab at time of installation
- Install new rear camera.



FRAME AND BODY

- Disassemble machine to frame and inspect for cracks or other damage
- Replace all pins, bearings, and seals in center hitch
- Weld and align bore center hitch if needed
- Weld repair any cracks or damage found to frame
- Inspect all threaded holes and restore damaged threads
- Repair or replace all damaged or missing sheet metal
- Repair or replace steps, ladders, and handrails
- Replace left and right swing platforms due to corrosion
- Repair and/or replace striker bars
- Replace electronics bay
- Plate the bottom side of the front and rear frames at the center pin and rear bumper/battery box areas.
- Sandblast, paint, and decal machine

IMPLEMENTS

- Replace all mounting pins and bushings
- Recondition blade and frame as needed
- Install new cutting edges and hardware

A/C SYSTEM

- Replace or recondition complete A/c system to new specifications to meet EPA standards for R134.
- Install bracket and hardware for side mounting of condenser and fan for machine transport so system does not have to be evacuated.

1. Ring Power warrants all work performed to be free from defects in material and workmanship for a period of Twelve (12) months. Same as New.
2. Any reused and retained parts meeting Cat Reusability guidelines will be included in the extended power train warranty.
3. Ring Power will give an extended Warranty on the following
4. As part of the 2nd Life, the powertrain and hydraulic warranty will be extended to 60 months / 10,000 hours with no deductible and no prorated amounts incurred, provided the customer can show regular maintenance and SOS sampling schedules. Components included are the engine, torque converter, transmission, and axle assemblies, and hydraulic.
5. The Guaranteed no call back price will be \$781,379 to be invoiced at time of completion. Excludes fire suppression and wheels.

This will be invoiced at time of delivery. Invoice will show all work done with parts, labor and miscellaneous charges shown.

6. Scheduled start date for rebuild is June 1, 2023. Ring Power agrees to complete and deliver rebuilt 836K to the North Central Landfill on / before September 30, 2023.

If rebuild is not completed by September 30, 2023, Ring Power agrees to reduce rebuild invoice the equivalent of \$1,000 per day (Monday-Friday) until such time machine is delivered.

Ring Power is responsible for permitting and transportation of rebuild to / from site.

Ring Power thanks you for the opportunity to inspect your machine and offer you this proposal. If there are any questions concerning this quotation, please give me a call.

Estimate expires 6/1/2023.

Sincerely,

Tracey Shiflet
Ring Power Product Support Rep



RING POWER CORPORATION
MACHINE WARRANTY INFORMATION

Ring Power Corporation warrants the machine to be free from defects in material and workmanship for a period of twelve (12) months from the time Ring Power delivers the rebuilt machine to the County.

Ring Power Corporation's obligation under the warranty shall be limited to the repair or replacement of those parts, systems, and components of the 836K TWZ00531 compactor which Ring Power reconditioned, repaired, replaced, and inspected during the Second Life Program major overhaul of the compactor. The warranty also includes the repair or replacement of those parts, systems, and components Ring Power deemed in good operational condition during its Second Life Program inspections. Warranty work shall be completed within two (2) working days after the County notifies Ring Power the rebuilt machine needs warranty repair, unless Ring Power reasonably determines in accordance with its standard repair guidelines for the machine that the work to be performed cannot be completed within the two (2) working day time period. In that event Ring Power's time to complete the warranty repair would be extended no later than the date determined by applying the repair time allotted in Ring Power's standard repair guidelines. Ring Power shall immediately notify the County of the estimated time of completion. If the estimated time of completing the warranty work is more than two (2) days after the allotted initial warranty repair period, Ring Power will provide, if available, a replacement machine at 50% off published rental rates or compensate the County for the cost to rent a replacement machine from another vendor up to \$1,000 per day. Excludes machine downtime as a result of parts availability from Caterpillar.

A copy of Ring Power's standard equipment rental agreement is attached (Ring Power to provide).

A "working day" is any Monday through Friday, except those federal holidays on which the Ring Power shop is not open for regular operations.



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

Date of Sole Source Purchase Request: 5/25/2023

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: \$150,000 until 12/31/23
 (Total cost includes shipping & installation (if applicable))

James Robinson		<i>Tamara Richardson</i>	<u>5-25-23</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<i>James Robinson</i>	<u>5-25-23</u>	<i>Michelle Sims</i>	<u>6/2/23</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date

PROCUREMENT USE ONLY

Date Received: 05/31/23 PO#: 23204370 P-Card Purchase: N/A

Procurement Specialist: *Ari Gorenstein* Sole Source #: 23-442

Insurance Received Date: _____

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



April 11, 2023

Attn: To whom it may concern.

Subject: Sole Source Representative 2023

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,

Jack Burns

Jack Burns
Area Sales Manager - Florida

FLUID CONTROL SPECIALTIES, INC.
Phone (407) 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 1/1/23 until 12/31/23.

Preventative Maintenance

Site Survey \$176.00/hr

Fluid Control Specialties Training

(8) Minimum per Class No Fee

Site Start-Up

A) Clean Actuator Start-Up. All Tech does is set Limits and Torque with Setting Tool. No wiring assistance, No tools, No physical labor. \$394.00 per Actuator

B) Start-Up that includes above and Retrofits. \$1,800.00 per Day

Labor Rates

EMERGENCY HOURLY RATE	Monday-Friday (up to 8 hours)	\$377.00/hr.
Response Time:	Service visits within 24-72 hours	
Non-Emergency Hourly Rate	Monday-Friday (up to 8 hours)	\$234/hr.
Response Time:	Service visits within 1-2 weeks	
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.

