



# REGULAR TOWN COUNCIL MEETING

Monday, October 19, 2020 at 7:30 pm

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES
4. CONSENT AGENDA

- a. **Regular Town Council Meeting Minutes of 10/05/2020**

Agenda Report Number 4a

**Attachments:**

- Agenda Report Number 4a (Agenda\_Report\_Number\_4a.pdf)

5. ATTORNEY REPORT

6. STAFF REPORTS

- a. **Manager**

Exhibit: Agenda Report Number 6a

**Attachments:**

- Agenda Report Number 6a (Agenda\_Report\_Number\_6a.pdf)

- b. **Clerk**

7. **PRESENTATION : Ballot Question on Extension of the Sales Surtax to support Public Schools by Ms. Hann on behalf of Dr. Mullins**

8. **PUBLIC COMMENTS**

Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)

*Five (5) Minute Limit per Speaker*

9. **PUBLIC HEARINGS / SPECIAL ORDERS : 0**

10. **UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING: 0**

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

11. **ACTION ITEMS**

ORDINANCES: 0

RESOLUTIONS: 2

MISCELLANEOUS: 3

**a. Resolution 17-2020 - Face Coverings**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PURSUANT TO THE GENERAL POWERS RESERVED TO THE TOWN COUNCIL IN THE TOWN CHARTER; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; REQUIRING ALL PERSONS TO WEAR FACE COVERING AT DESIGNATED TOWN FACILITIES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SUNSET; PROVIDING FOR SEVERABILITY, CONFLICTS AND EFFECTIVE DATE.

Exhibit: Agenda Report Number 11a

**Attachments:**

- Agenda Report Number 11a (Agenda\_Report\_Number\_11a.pdf)

**b. Resolution 18-2020 - Appoint to Trails & Greenways Committee**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MURRAY HANN TO THE MALABAR TRAILS AND GREENWAYS COMMITTEE AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11b

**Attachments:**

- Agenda Report Number 11b (Agenda\_Report\_Number\_11b.pdf)

**c. Consideration of Piggy Back Contract Equipment Rentals**

Exhibit: Agenda Report Number 11c

**Attachments:**

- Agenda Report Number 11c (Agenda\_Report\_Number\_11c.pdf)

**d. Consideration of Piggy Back Contract: Florida Sherriff's Association - Cooperative Purchasing Program**

Exhibit: Agenda Report Number 11d

**Attachments:**

- Agenda Report Number 11d (Agenda\_Report\_Number\_11d.pdf)

**e. Consideration of Transportation Impact Trust Fund Disbursement Agreement between Brevard County and the Town of Malabar for eligible project: hard surface paving improvements of Hunter Lane**

Exhibit: Agenda Report Number 11e

**Attachments:**

- Agenda Report Number 11e (Agenda\_Report\_Number\_11e.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

**12. DISCUSSION/POSSIBLE ACTION**

### **13. PUBLIC COMMENTS**

General Items (Speaker Card Required)

### **14. REPORTS - MAYOR AND COUNCIL MEMBERS**

### **15. ANNOUNCEMENTS**

(1) Vacancy on the Parks and Recreation Board; (2) Vacancies on the Trails and Greenways Committee

### **16. ADJOURNMENT**

If an individual decides to appeal any decision made by this board with respect to any matter considered at this meeting, a verbatim transcript may be required, and the individual may need to ensure that a verbatim transcript of the proceedings is made (Florida Statute 286.0105).

The Town does not provide this service. In compliance with F.S. 86.26 and the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town's ADA Coordinator at 321-727-7764 at least 48 hours in advance of this meeting.

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Contact: Debby Franklin (townclerk@townofmalabar.org 321-727-7764) | Agenda published on 10/14/2020 at 10:40 AM

**TOWN OF MALABAR**

**COUNCIL MEETING**

**AGENDA ITEM NO: 4.**  
**Meeting Date: October 19, 2020**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

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**SUBJECT: 4. Consent Agenda**

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**BACKGROUND/HISTORY:**

- a. Town Council Regular Meeting Minutes – 10/05/2020

**ATTACHMENTS:**

- a. Draft Minutes of 10/05/2020

**ACTION OPTIONS:**

Council Action on Consent Agenda

**MALABAR TOWN COUNCIL REGULAR MEETING MINUTES  
OCTOBER 05, 2020                      7:30 PM**

This meeting of the Malabar Town Council was held at Town Hall at 2725 Malabar Road.

**1. CALL TO ORDER:**

Council Chair, Mayor Patrick T. Reilly called the meeting to order at 7:30 pm. CM Vail led P&P.

**2. ROLL CALL:**

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

GRANT BALL

BRIAN VAIL

DAVID SCARDINO

DANNY WHITE

LISA MORRELL

KARL BOHNE

DEBBY FRANKLIN

TOWN MANAGER: (ITM)

TOWN ATTORNEY:

TOWN CLERK/TREASURER:

For the record, the Fire Chief Mike Foley was also present.

**3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES: none**

**4. CONSENT AGENDA:**

**4.a. Regular Town Council Mtg Minutes of 9/17/2020**

**MOTION:** CM Vail / CM Ball to approve consent agenda. **VOTE:** All Ayes.

**5. ATTORNEY REPORT: nothing**

**6. BCSO: no report**

**7. BOARD/COMMITTEE REPORTS:**

**7.a. T&G Committee - none**

**7.b. Park & Recreation Board - none**

**7.c. Planning & Zoning Board –** Chair Wayne Abare reported the Board had reviewed and recommended approval for the route 1 Motorsports Site plan with two conditions; additional landscaping on east side and the unity of title. They also reviewed the proposed change to Table 1-3.3.A. regarding minimum square footage for homes in R/LC, RM4 and RM6. It also removed the 20% maximum building coverage for commercial developments in R/LC and left the MBC at 4,000sf. Board would like to continue discussing that. The last issue they have reviewed is the proposed regulations for mobile food vendors. Recent State legislation has limited local control to only the zoning and hours of operation. They are still working on that. Will send to council with recommendations.

**8. STAFF REPORTS:**

**8.a. Manager:** Cares Act grant submittal was submitted and recently notified of approval and reimbursement is being processed. Noted that on Oct 17 Malabar Road will again be closed for the day.

**8.b. PW Director:** written

**8.d. Fire Chief:** Went over Aug stats. CM Rivet asked about illegal burns. Chief says they give them warning and provide guidelines.

**8.e. Clerk:** Have had good success on the responses to the letters from property owners supporting a blanket zoning change. Will be prepared to present responses at next Council meeting.

**9. PUBLIC COMMENTS:** Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. (Speaker Card is Required) **Five (5) Minute Limit**

10. PUBLIC HEARINGS: 0

11. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING (RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES) 0

12. ACTION ITEMS: ORDINANCES for FIRST READING: 0  
RESOLUTIONS: 3

12.a. Resolution 14—2020 – Appoint to BOA

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF CHARLES "CHUCK" FRAZEE TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12.a.

Reso read by title only.

MOTION: CM Rivet / CM Vail to adopt Reso 14-2020. Discussion:

ROLLCALL VOTE: CM Ball, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM White, Aye. Motion carried 5 to 0.

12.b. Resolution 15—2020 – Appoint to P&Z Board

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF WAYNE ABARE TO THE MALABAR PLANNING AND ZONING BOARD AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12.b.

Reso read by title only.

MOTION: CM Ball / CM White to adopt Reso 15-2020. Discussion:

ROLLCALL VOTE: CM Ball, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM White, Aye. Motion carried 5 to 0.

12.c. Resolution 16—2020 – Appoint to Park and Recreation Board

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF HANS KEMMLER TO THE MALABAR PARK AND RECREATION BOARD AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12.c.

Reso read by title only.

MOTION: CM Ball / CM Rivet to adopt Reso 16-2020. Discussion:

ROLLCALL VOTE: CM Ball, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM White, Aye. Motion carried 5 to 0.

MISCELLANEOUS: 3

12.d. Request by WM for a \$0.36 increase to the monthly recycling rate due to changes in law: by WM Public Affairs Manager Ms. Dina Reider-Hicks. Chair asked for consensus to remove from table from last meeting. Council consensus.

Ms. Reider-Hicks presented additional supporting information to Council to support their request for approval of the cost increase.

CM Ball asked about article in paper about WM rates in unincorporated Brevard County is being increased to \$194. He asked why it is less than the \$258 Malabar pays. He also had concerns about items that could be recycled and suggested additional educational

information if WM is granted this increase. He also mentioned items that would not be collected by WM.

Attorney Bohne said the rates in the contract were negotiated and approved by Council in 2014. It is up for renewal next year and contract provides for two renewals before going out for Bids. The vendor has the right to ask for the increase. He referenced the email he sent in response to the request. WM referenced a change in Florida legislation in this matter but has not had time to review the law.

CM Rivet also voiced concerns over the request outside of the renewal period. When franchise contract was approved in 2014, it was a 4 to 1 vote as he voted against it. Chair reminded Council the issue before them was the request for .36 increase to monthly recycle bill.

**MOTION:** CM White / CM Vail to approve the .36 increase to monthly charge for recyclables.

Discussion: CM White said his recycle doesn't always get picked up on the day, but he is pretty happy with the yard waste service. Usually they just come the next day.

When the next contract comes up then it will be discussed. CM Vail doesn't an issue. Whatever gets put out there gets picked up. They have done a great job. The \$4 to keep recycle going in the right direction. CM Scardino is in the recyclable business. He thinks they do a great job. He knows the recycle costs are going up. CM Rivet said Atz and Hall have huge piles of yard debris. Mayor restated the vote is on the increase of 36 for recycles.

**VOTE:** 3 Ayes; 2 Nays. (CM Ball and CM Rivet) Motion carried.

**12.e. Request for Clarification regarding Face Masks worn at Malabar Meetings**  
**Exhibit: Agenda Report No. 12.e.**

Wayne Abare spoke about issue at last P&Z meeting. He spoke to another voting member. Jeff wouldn't put on mask at first mtg. Door has guidelines. Next mtg he had a Deputy there. Jeff was wearing a mask and Susan was not. Because of the promise he made to the voting member to have everyone wear masks during meeting. He sent a letter (email) to Mayor. He wants the Council to set the rules.

CM White is a champion of the masks. He doesn't think they can mandate. Wear a mask for each other. They have all agreed to wear a mask for each other. The Governor has opened up everything.

Attorney said we have not adopted an ordinance. They do allow the P&Z Board to adopt their own rules. Every case law at civil level has said that we have the right to set policy. Penalty are suspended but you can't – can have a non-compliant person out of order. Council has obligation to direct other boards. Chair said it was his intent to deal with all the Boards and Council the same.

Susan Shortman, Ivey Ln, she has serious breathing issues. Respect her right to not wear a mask. She came down and had a pretty good discussion with ITM Morrell. You can't mask shame someone into leaving a meeting. Need to have an exemption for wearing a mask. It could have been a lawsuit.

Jeff Rinehart, Corey Road, part of the problem. The way he was addressed by P&Z Chair was the issue. In the way it was presented, he said no. He doesn't have a problem with it. It is a violation of her civil rights. Without an ordinance he explained to P&Z Chair he can't do that. It has to do with how you approach and handle things.

CDC requirements – not masks then social distance. Attorney said if you are going to do a face covering regulation then do it as a resolution. Or do it as a policy. IHB they have mask regulations. They don't impose fines. If you don't leave it is trespassing. What do you want to do?

CM Scardino said we are talking about the exception. Those that won't wear them must practice social distancing. He wears it out of respect. CM Vail is against mandating the wearing of masks.

CM Rivet said let's decide, have a face covering mandate until November meeting.

CM White said support the face covering or provide extra space. Attorney will draft a resolution for next meeting, but they can approve the policy to require face coverings while at Town Hall on any type of business. Then in November they can revisit or let it expire.

**MOTION: CM Rivet / CM White** to wear a face covering while in any Town building until the first meeting in November.

Discussion: Attorney will have resolution for next meeting and last until the first meeting in Nov. Leaving it up to individual boards can create inconsistency. In the instance of a reasonable accommodation provide for at least six feet separation.

#### **12.f. Request to proceed with Fall Fest 2020 on Nov 21, 2020**

**Exhibit: Agenda Report No. 12.f. no attachment**

Barbara Cameron, 665 Hall Road, was vendor at the last FallFest. Bring it to Council that \$50 is a really big amount to have a vendor pay. She will support Malabar until the money runs out. Richard Kohler, Deputy Clerk said they have considered reducing the cost to Malabar BTR holders and will continue to discuss incentives.

Chair said the question is moving the FallFest until spring. Looking for guidance. Attorney said the Grant Seafood Fest will also been cancelled. PB Chamber and Clerks have cancelled events through end of year. CM Ball supports pushing it off to Spring. CM White asked if we trying to make money or have a good event. CM Rivet said we do a better job in the Spring. Council consensus to wait until Spring.

#### **13. DISCUSSION/POSSIBLE ACTION: 0**

#### **14. PUBLIC COMMENTS: General Items (Speaker Card Required) None:**

#### **15. REPORTS – MAYOR AND COUNCIL MEMBERS**

CM Ball: He is in support of getting the riverfront cleaned up. Some of the weeds are getting mowed down.

CM Vail: nothing

CM Rivet: complaint about temp signs. He is tolerant of campaign signs during the election period, but they should abide by ordinance. He asked ITM to look into enforcement of sign ordinance.

CM White: -. reiterate what Steve said. Big signs should be regulated. Corey and Malabar

CM Scardino: asked about the trench that is in the West Railroad Avenue ROW.

Mayor: Mayor's Breakfast is next Friday. He will do a zoom mtg.

#### **16. ANNOUNCEMENTS: Openings on T&G and Park and Rec Bds.**

#### **17. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 9:10 P.M.**

BY: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Debby Franklin, C.M.C.  
Town Clerk/Treasurer

Date Approved: 10/19/2020



# TOWN OF MALABAR

## COUNCIL MEETING

### AGENDA ITEM NO: 6a

#### Staff Report

Meeting Date: October 19, 2020

Prepared By: Lisa Morrell, Interim Town Manager on October 13, 2020

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**SUBJECT: Town Manager Report for October 19, 2020 Council Meeting**

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#### **Yard Waste Collection**

As discussed at the October 5<sup>th</sup> Town Council Meeting, staff has coordinated with Waste Management's Government Liaison Manager and area assign Route Manager providing staff canvased addresses of yard waste materials placed by residents for collection, where a delay has occurred. Waste Management stated some residents had called WM for collection and these two data sources would be compiled and distributed to the collection crews for collection of the latter period for the week ending October 9<sup>th</sup>. Awaiting follow-up report from WM Route Manager on progress as of this update.

#### **Code Enforcement of Temporary Signs and Rights of Way**

Also discussed at the October 5<sup>th</sup> Town Council Meeting was the designation of code enforcement duties of the Town Manager and signage that was noticed as non-compliance within the Town's Code. Upon review of the sign code, these noticed signs are Temporary per the sign code and shall not be confused with the application and permitted signs for residential and non-residential designations and applicable sign classification codes within the adopted ordinance. All temporary signs may not exceed 4 square feet, example: sign may not be larger than 2 feet by 2 feet in size, nor shall be placed in public property to include rights of way. Signs in the rights of ways may be removed by the Town without notice.

The Town Manager sent an email to all political campaign committees running with opposition, noticing a reminder to each campaign contact of the Town's temporary sign requirements as well as the location at the Public Works Facility for retrieval of removed signs by the Town. The Town Manager contacted the point of contact for the candidate's sign on Corey Road via cell phone with a verbal discussion confirming action on Tuesday, October 6<sup>th</sup>. A follow-up email and picture of the sign was sent Monday, October 12<sup>th</sup>, to the candidate's campaign point of contact noticing the sign need to be removed for excess size and right of way placement with a deadline of October 14<sup>th</sup>; whereas Public works staff would remove he sign and place with due care for retrieval.

In review and canvas of the Town, the Town Manager noted two additional residential properties in non-compliance of the temporary sign code with direction for notices to be sent to the corresponding addresses for compliance.

Rights of Way corridors of US1 and Malabar Road are within the FDOT jurisdiction, The Town Manager advised contractor, DBI.

#### **Pavilion Roof at the Community Park**

Town staff issued a roofing permit on October 2<sup>nd</sup> with waived fees to Florida Native Roofing Inc. providing in-kind services of time, labor, and materials to replace the pavilion roof. Thank you, Florida Native Roofing, for your community support.

**Cares Act**

Finance staff reports the receipt of the cares act reimbursement to The Town from Brevard County. A second request is in process for newly identified eligible staff personnel costs as well as public meeting space barriers to Brevard County for their contracted third-party review team process and approval for reimbursement by Brevard County Cares Act program administrators for reimbursement to the Town.

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: 11.a.

Meeting Date: October 19, 2020

Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer

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**SUBJECT: 11.a. Formalize Policy Requiring Face Coverings and Social Distancing  
Reso 17-2020**

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### **BACKGROUND/HISTORY:**

Town Council considered a policy at their meeting of October 5, 2020 and voted to require face coverings and social distancing in all Town owned buildings effective October 5, 2020. The end date was left open for Council consideration at a meeting in November.

Staff has updated the information and signage at Town Hall and shared the policy with the Boards and employees.

### **ATTACHMENTS:**

- a. Reso 17-2020

### **ACTION OPTIONS:**

Council Action on Reso 17-2020

## RESOLUTION 17-2020

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PURSUANT TO THE GENERAL POWERS RESERVED TO THE TOWN COUNCIL IN THE TOWN CHARTER; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; REQUIRING ALL PERSONS TO WEAR FACE COVERING AT DESIGNATED TOWN FACILITIES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SUNSET; PROVIDING FOR SEVERABILITY, CONFLICTS AND EFFECTIVE DATE.**

WHEREAS, Novel Coronavirus Disease (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and causes symptoms similar to those of influenza, and in some cases death; and

WHEREAS, guidance released by the CDC on June 15, 2020 states that (i) the COVID-19 virus is mostly spread by respiratory droplets released when people cough, sneeze and talk and (ii) that a person can get COVID-19 by touching a surface or object that has the virus on it and then by touching their mouth, nose or possibly their eyes. This guidance goes on to state that "personal prevention practices (such as staying home when sick, social distancing, wearing a cloth face covering, and handwashing) and environmental prevention practices (such as cleaning and disinfection) are important are important ways to prevent the spread of COVID-19; and

WHEREAS, the CDC has expressly found that "COVID-19 spreads mainly from person to person through respiratory droplets produced when a person coughs, sneezes or talks. These droplets can land on the mouths or noses of people nearby and possibly inhaled into the lungs. Studies and evidence on infection control report that these droplets usually travel around 6 feet (about "2 arms' length"); and

WHEREAS, the CDC therefore specifically recommends that as communities reopen, and people resume their daily activities, people should wear face coverings to slow the spread of COVID-19 particularly in "public settings where other social distancing measures are difficult to maintain"; and

WHEREAS, based on the advice of medical professionals, the number of COVID-19 cases may continue to rise unless measures are instituted to slow the spread and stop the introduction of the COVID-19 virus; and

WHEREAS, the State of Florida has the highest percentage of population in the United States 65 years of age and older, as well as the second largest population of that demographic; and

**WHEREAS**, according to the CDC, the vast majority of persons that test positive for the COVID-19 virus that are hospitalized are persons over the age of 65 years and/or have underlying health conditions; and

**WHEREAS**, according the CDC the highest percentage of severe outcomes among persons are aged 85 years of age and older; and

**WHEREAS**, the Town Council finds that it is in the best interest of the residents of the Town of Malabar and the general public, and it is in furtherance of the public health, safety, and welfare, to formally adopt this Resolution to require face coverings at and in designated Town Facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, FLORIDA, as follows:**

**Section 1.** The above recitals are adopted by the Town Council as legislative findings.

**Section 2. *Definitions.***

“Face Covering” shall mean a uniform piece of material, made of paper or cloth and including plastic shield coverings, that securely covers a persons’ nose and mouth and remains affixed in place without the use of one’s hands, whether store-bought or homemade, concurrent with CDC guidelines.

“Social Distancing” shall mean keeping space between yourself and other people by staying at least 6 feet.

**Section 3.**

Face Coverings Required in Designated Town Owned and Operated Facilities.

(a) Every Person living, working, or visiting the Town of Malabar shall wear a face covering in the following Town owned and operated facilities:

1. Town Hall 2725 Malabar Road
2. Malabar Fire Dept, 1840 Malabar Road
3. Malabar Public Works Building 1435 Centre Street

(b) Exceptions:

1. Persons under the age of 6 years old; and
2. Persons observing social distancing under the CDC guidelines; and
3. Persons for whom a face covering would cause impairment due to an existing health condition; and

- 4. When a person who is hearing impaired needs to see the mouth of someone wearing a face covering in order to communicate.

**Section 4. Severability.** In the event a court of competent jurisdiction shall hold or determine that any part of this Resolution is invalid or unconstitutional, the remainder of the Resolution shall not be affected and it will be presumed that the Town did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the Town Council would have enacted the remainder of this Resolution without said invalid and unconstitutional provision thereby causing said remainder to remain in full force and effect.

**Section 5. Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6. Effective Date and Sunset.** This Resolution shall become effective *nun pro tunc* on October 5, 2020, and shall sunset at 12:01 a.m. on November \_\_, 2020, unless extended by the Town Council.

The foregoing Resolution was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Council Member Grant Ball	_____
Council Member Brian Vail	_____
Council Member Steve Rivet	_____
Council Member David Scardino	_____
Council Member Danny White	_____

**PASSED AND ADOPTED** by the Town Council, Town of Malabar, Brevard County, Florida this 19th day of October 2020.

**BY: TOWN OF MALABAR**

\_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Debby K. Franklin, C.M.C.  
Town Clerk/Treasurer

(seal)

Approved as to form and  
legal sufficiency by:

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Karl W. Bohne, Jr.  
Town Attorney

# TOWN OF MALABAR

## TOWN COUNCIL

AGENDA ITEM NO: 11.b.

Meeting Date: October 19, 2020

Prepared By: Debby K. Franklin, C.M.C. Town Clerk/Treasurer

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**SUBJECT: Appointments to Committee with expiring terms – Resolution 18-2020**

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**BACKGROUND/HISTORY:**

Board and Committee terms are for three years. As the term expires at the end of October, this is normally done at the 2<sup>nd</sup> meeting of October. It was the intent of Council to have the seated Council make the appointments, not the incoming Council. We have sent out requests to continue to those Board Members with expiring terms.

Council also changed the method to appoint stating in the Code that existing members that wish to continue need to complete and submit a new application for consideration. In addition, the Council adopted the Board Code of Conduct. All this information was sent to the members with expiring terms.

We received back the completed forms from Murray Hann.

**ATTACHMENTS:**

Reso 18-2020 Murray Hann to T&G Committee

**ACTION OPTIONS:**

Staff requests Action on this Resolution.



RESOLUTION 18-2020

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MURRAY HANN TO THE MALABAR TRAILS AND GREENWAYS COMMITTEE AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has been notified of completed terms on the Trails & Greenways Committee; and

WHEREAS, Malabar Town Council desires to fill this opening by appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Murray Hann as a regular member of the Trails and Greenways Committee for a three-year term.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Board Chair and the Board Secretary of this appointment.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Council Member \_\_\_\_\_. This motion was seconded by Council Member \_\_\_\_\_ and, upon being put to vote, the vote was as follows:

Council Member Grant Ball	_____
Council Member Brian Vail	_____
Council Member Steve Rivet	_____
Council Member David Scardino	_____
Council Member Danny White	_____

This Resolution was then declared to be duly passed and adopted this 19th day of October 2020.

TOWN OF MALABAR  
By: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Debby K. Franklin, C.M.C.  
Town Clerk/Treasurer

(seal)

Approved as to form and content:

\_\_\_\_\_  
Karl W. Bohne, Jr., Town Attorney

Town of Malabar

Volunteer Committee/Board Application

Trails & Greenways (T&G) Committee Application

The T&G Committee is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The Committee is established to deal with the specific subject of trails and greenways within Malabar and how they connect to the South Brevard Linear Trail system. The Committee shall gather information and present it to the Park and Recreation Board for referral to the Town Council. The Committee is advisory in nature but consults with trail groups from other agencies on trail related issues and forwards their recommendations to the Parks and Recreation Board for their consideration and recommendation to Council.

1. Name: MURRAY HANN Phone: (321) 223-3265
  2. Home Address: 1365 COREY RD. MALABAR, FL.
  3. Email Address: MHANN@HARRIS.COM
  4. Are you a resident of the Town: Yes  No
  5. How long have you been a resident of the Town of Malabar: 27 YEARS
  6. Are you currently involved with any other organization of the Town: Yes  No
- If yes, which organization: \_\_\_\_\_

Town of Malabar 2725 Malabar Road Malabar, Florida 32950  
Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: [townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org)  
Website: [www.townofmalabar.org](http://www.townofmalabar.org)

TOWN OF MALABAR

OCT 9 2020 15:08

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: MURRAY HANN TELEPHONE: (321) 223-3265
ADDRESS: 1365 COREY RD. MALABAR, FL.
EMAIL: MHANN@HARRIS.COM

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: [X] YES [ ] NO

OCCUPATION: (If retired, please indicate former occupation or profession.)

ENGINEER

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

- ADMINISTRATOR BREVARD MOUNTAIN BIKING ASSOC.
MEMBER OF BREVARD COUNTY BIKE COMM.
MEMBER FEH'S REAC (BPTAC)

ADDITIONAL INFORMATION/REFERENCES:

Please select the Board that you would like to serve on by indicating first choice & second choice:

- Board of Adjustment Planning & Zoning
Parks & Recreation [X] Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Murray Hann
Signature of Applicant

10/8/2020
Date

Please return this form to: Town Clerk
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427
Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.

Town of MalabarVolunteer Committee/Board ApplicationApplicant Certification

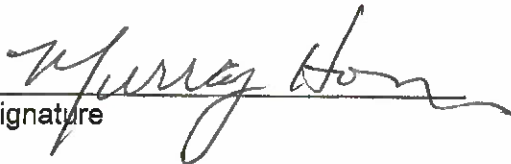
By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
  - Malabar Code of Conduct
  - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
  - Florida Sunshine Law (F.S., Chapter 286)

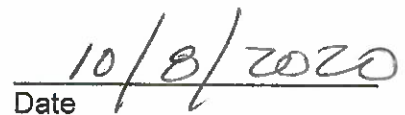
I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.

Signature



Date



Town of Malabar 2725 Malabar Road Malabar, Florida 32950

Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: [townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org)

Website: [www.townofmalabar.org](http://www.townofmalabar.org)



# TOWN OF MALABAR

OCT 9 2020 15:08

2725 MALABAR ROAD • MALABAR, FLORIDA 32950  
(321) 727-7764 OFFICE • (321) 722-2234 FAX  
www.townofmalabar.com

## Town of Malabar Board Member Code of Conduct

*(Malabar Code Chap 2, – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:*

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.

I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government in the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.

Murray Hann  
Signature

10/08/2020  
Date

MURRAY HANN  
Print Name

Susan Hann  
Witness

(SUSAN HANN)

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 11c**  
**Meeting Date: October 19, 2020**

**Prepared By: Lisa Morrell., Interim Town Manager**

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**SUBJECT: Consideration of Pigg Back Contract: Equipment Rentals.**

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### **BACKGROUND/HISTORY:**

In accordance with The Town of Malabar Code of Ordinances, ARTICLE V. entitled PURCHASING, Section 2-101 - Competitive bids:

*"The town administrator is authorized to piggy back contracts for any purpose where the stipulated consideration thereunder to be paid by the town exceeds two thousand dollars (\$2,000.00) awarded by any other governmental entity so long as the bidding process utilized by the other governmental entity in awarding such contract is consistent with the competitive bid procedures outlined in this section. "*

The City of Palm Bay, through a cooperative and competitive process, awarded a multi-vendor contract, number 45-0-2020, in response to a solicitation for equipment rental. The eight vendors are EP Rents, Herc Rentals, Nesco LLC, Ring Power Corporation, Sunbelt Rentals, Synergy Equipment, Trekker Tractor, LLC, and United rentals. Palm Bay in coordination of their cooperative members comprised of Brevard County participating public agencies awarded a four-year contract on July 16, 2020 with a first-year contract term of September 1, 2020 through August 31, 2021 and three renewal periods. The Town, specifically the Public Works Department, periodically rents various equipment to perform operational duties for public services from these same vendors. With the Town Council approval to piggyback the awarded contract per the ordinance, the Town will have efficient access to eight (8) readily available contracts and vendors to rent equipment for town services, on an as needed basis.

### **FINANCIAL IMPACT:**

As stated in the adopted Fiscal Budget.

### **ATTACHMENTS:**

- Notice of Award 45-0-2020.PDF
- 45-0-2020 Equipment Rental – Tabulation.PDF
- City of Palm Bay Award of Bid - IFB 14-0-2020 Equipment Rental.PDF

### **ACTION OPTIONS:**

Motion to approve the utilization of other governmental agency competitively bid contract, City of Palm Bay, Contract 45-0-2020, Equipment Rental

**POSTING DATE**  
July 20, 2020

## NOTICE OF AWARD

The City of Palm Bay, Florida during Regular Council Meeting on July 16, 2020 – 7:00 P.M. at City Hall Council Chambers awarded the following:

<b>Solicitation No.</b>	<b>Title of Solicitation</b>	<b>Contractor Information</b>	<b>Estimated Amount of Award</b>
IFB #45-0-2020	Equipment Rental (Co-op)	EP Rents, LLC. - Apopka, FL	\$107,317.00 between all vendors
		Herc Rentals Inc. – Orlando, FL	
		Nesco, LLC – Bluffton, IN	
		Ring Power Corporation – St. Augustine, FL	
		Sunbelt Rentals, Inc. – Fort Mill, SC	
		Synergy Equipment – Tampa, FL	
		Trekker Tractor, LLC. – Hiialeah Gardens, FL	
		United Rental (North America), Inc. – Melbourne, FL	



**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Daily (8 hours)									
		E P	HERC	NESCO	RING	Sunbelt	Synergy	Trekler	United		
		Rents	Rentals	Specialty	Power	Rentals	Equipment	Tractor	Rentals		
1	Air Conditioners-Skid Mounted: 10 Ton	No Bid	\$343.00	No Bid	Withdrawn	\$350.00	No Bid	No Bid	\$500.00		
2	Air Conditioners-Skid Mounted: 25 Ton	No Bid	No Bid	No Bid	Withdrawn	\$500.00	No Bid	No Bid	\$700.00		
3	Air Conditioners-Skid Mounted: 30 Ton	No Bid	No Bid	No Bid	Withdrawn	\$600.00	No Bid	No Bid	\$800.00		
4	Air Conditioners-Skid Mounted: 40 Ton	No Bid	No Bid	No Bid	No Bid	\$900.00	No Bid	No Bid	\$1,000.00		
5	Air Conditioners-Skid Mounted: 60 Ton	No Bid	No Bid	No Bid	Withdrawn	\$950.00	No Bid	No Bid	\$1,500.00		
6	Air Conditioners-Skid Mounted: 80 Ton	No Bid	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid	\$2,100.00		
7	Air Conditioners-Skid Mounted: 90 Ton	No Bid	No Bid	No Bid	No Bid	\$1,500.00	No Bid	No Bid	\$2,400.00		
8	Arrow Board, 15 Lamp Solar Powered	No Bid	No Bid	No Bid	No Bid	\$25.00	\$70.00	No Bid	\$140.00		
9	Bobcat 325 Mini Excavator: 30 HP, diesel, operating weight 5760#	No Bid	\$242.00	No Bid	No Bid	\$230.00	\$220.00	\$210.00	\$240.00		
10	Bobcat 763 Skid Steer Loader: Operating Weight 7000#	No Bid	\$179.00	No Bid	No Bid	\$225.00	\$290.00	\$195.00	\$190.00		
11	Bobcat S130 Skid Steer Loader	No Bid	\$184.00	No Bid	No Bid	\$250.00	\$240.00	No Bid	\$190.00		
12	Bomag Tamper	No Bid	No Bid	No Bid	No Bid	\$110.00	No Bid	No Bid	\$60.00		
13	Boom Lift, Telescopic - Engine Powered 600 S	No Bid	\$387.00	No Bid	\$471.00	\$500.00	\$425.00	No Bid	\$350.00		
14	Boom Lift, Telescopic - Engine Powered 800 S	No Bid	\$746.00	No Bid	\$681.00	\$830.00	\$655.00	No Bid	\$600.00		
15	Boom Lift: 40' - 46', articulating, 4 Wheel Drive	No Bid	\$296.00	No Bid	\$261.00	\$300.00	\$310.00	No Bid	\$325.00		
16	Boom Lift: 60' - 62', 4 wheel Drive+B15	No Bid	\$367.00	No Bid	\$477.00	\$500.00	\$425.00	No Bid	\$400.00		
17	Boom Truck: 20-Ton with 90' Maximum Boom Height	No Bid	No Bid	No Bid	\$1,000.00	No Bid	No Bid	No Bid	No Bid		
18	Boom Truck: 26-Ton with 103' Maximum Boom Height	No Bid	No Bid	No Bid	\$1,275.00	No Bid	No Bid	No Bid	No Bid		
19	Boom Truck: 28-Ton with 105' Maximum Boom Height	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
20	Boom Truck: 30-Ton with 102' Maximum Boom Height	No Bid	No Bid	No Bid	\$1,500.00	No Bid	No Bid	No Bid	No Bid		
21	Boom Truck: 40-Ton with 105' Maximum Boom Height	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
22	Broom Mechanical Street Sweeper with dust control and vacuum system	\$980.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
23	Broom Tractor: Front or Center Mount, self-propelled	No Bid	No Bid	No Bid	\$220.00	No Bid	No Bid	No Bid	No Bid		
24	Bucket Truck: with 40' max reach; no CDL required	No Bid	No Bid	No Bid	\$350.00	No Bid	\$200.00	No Bid	No Bid		
25	Bucket Truck: with 60' max reach; no CDL required	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
26	Case 580K Loader/Backhoe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
27	Case 721 Front End Loader: with bucket	No Bid	\$288.00	No Bid	\$380.00	\$200.00	\$280.00	\$261.00	\$275.00		
28	Case CX330 Excavator; Operating weight 78,043#; general bucket	No Bid	\$624.00	No Bid	\$760.00	No Bid	\$670.00	\$679.00	\$700.00		
29	Case CX460 Excavator: Operating weight 101,257#; general bucket	No Bid	\$1,439.00	No Bid	No Bid	No Bid	\$1,280.00	\$1,230.00	\$1,400.00		
		No Bid	No Bid	No Bid	No Bid	No Bid	\$1,990.00	\$1,567.00	\$2,000.00		

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Daily (8 hours)									
		E P Rents	HERC Rentals	NESCO Specialty	RING Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
30	Cat 316L Hydraulic Excavator	No Bid	No Bid	No Bid	\$820.00	No Bid	No Bid	No Bid	\$593.00	\$777.00	
31	Cat 320L Hydraulic Excavator: Operating weight 47,000#, 60" – 66" ditch cleaning bucket	No Bid	\$783.00	No Bid	\$990.00	No Bid	\$960.00	\$769.00	\$700.00		
32	Cat 345 Hydraulic Excavator: ditch cleaning bucket 60" – 66"	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,990.00	No Bid	\$2,000.00		
33	Cat 914 Wheel Loader	No Bid	No Bid	No Bid	\$535.00	No Bid	\$700.00	No Bid	\$600.00		
34	Cat 950 Loader: with A/C cab, 3 1/2 yd. Bucket, hydraulic-quick coupler	No Bid	\$644.00	No Bid	No Bid	No Bid	\$350.00	\$636.00	\$1,100.00		
35	Cat D3 Track Dozer	No Bid	\$546.00	No Bid	\$700.00	No Bid	\$450.00	\$617.00	\$500.00		
36	Cat D6H LGP Track Dozer: 6 way blade	No Bid	\$653.00	No Bid	\$840.00	No Bid	\$600.00	\$726.00	\$650.00		
37	Chain Saw 16"	No Bid	\$1,002.00	No Bid	No Bid	No Bid	No Bid	\$950.00	\$700.00		
38	Club Car Carryall 1700 4WD UTV	No Bid	No Bid	No Bid	No Bid	\$75.00	\$35.00	No Bid	\$50.00		
39	Cold Planar - 18" Drum	No Bid	No Bid	No Bid	No Bid	No Bid	\$210.00	No Bid	\$155.00		
40	Cold Planar - 24" Drum	No Bid	No Bid	No Bid	\$460.00	No Bid	No Bid	No Bid	No Bid		
41	Cold Planar - 40" Drum	No Bid	No Bid	No Bid	\$510.00	No Bid	\$360.00	No Bid	No Bid		
42	Cold Planar - 40" Drum	No Bid	No Bid	No Bid	\$650.00	No Bid	\$395.00	No Bid	No Bid		
43	Concrete 'Buggy' – Mini motorized wheelbarrow	No Bid	\$144.00	No Bid	No Bid	\$90.00	\$155.00	No Bid	\$100.00		
44	Concrete Cutsaw 12"	No Bid	\$65.00	No Bid	No Bid	\$67.00	No Bid	No Bid	\$55.00		
45	Concrete Cutsaw 14"	No Bid	\$65.00	No Bid	No Bid	\$100.00	\$65.00	No Bid	\$55.00		
46	Concrete walk behind 18" saw	No Bid	\$110.00	No Bid	No Bid	\$95.00	\$84.00	No Bid	\$85.00		
47	Concrete walk behind 24" saw	No Bid	\$213.00	No Bid	No Bid	\$125.00	\$130.00	No Bid	\$155.00		
48	Discharge Hose, 10" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
49	Discharge Hose, 10" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
50	Discharge Hose, 12" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$21.00	No Bid	No Bid	No Bid		
51	Discharge Hose, 12" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
52	Discharge Hose, 2" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$42.00	No Bid	No Bid	No Bid		
53	Discharge Hose, 2" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
54	Discharge Hose, 4" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	\$10.00	No Bid	No Bid		
55	Discharge Hose, 4" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
56	Discharge Hose, 6" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$16.00	\$11.00	No Bid	No Bid		
57	Discharge Hose, 6" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Daily (8 hours)									
		E P Rents	HERC Rentals	NESCO Specialty	RING Power	Surbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
58	Discharge Hose, 8" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
59	Discharge Hose, 8" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$32.00	No Bid	No Bid	No Bid	No Bid	
60	Double Diaphragm Pump - 4"	No Bid	No Bid	No Bid	No Bid	\$124.00	No Bid	No Bid	\$115.00	\$190.00	
61	Double Wall Auxiliary Fuel Tank including Containment	No Bid	No Bid	No Bid	\$141.00	\$265.00	No Bid	No Bid	No Bid	No Bid	
62	Dump Truck - On Road 5 yard	No Bid	\$325.00	No Bid	\$365.00	No Bid	No Bid	No Bid	\$365.00	\$325.00	
63	Electric Water Chillers-Skid Mounted: 100 Ton	No Bid	No Bid	No Bid	No Bid	\$1,300.00	No Bid	No Bid	No Bid	\$900.00	
64	Electric Water Chillers-Skid Mounted: 30 Ton	No Bid	No Bid	No Bid	No Bid	\$600.00	No Bid	No Bid	No Bid	\$700.00	
65	Electric Water Chillers-Skid Mounted: 40 Ton	No Bid	No Bid	No Bid	No Bid	\$900.00	No Bid	No Bid	No Bid	\$800.00	
66	Electric Water Chillers-Skid Mounted: 60 Ton	No Bid	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid	No Bid	\$800.00	
67	Electric Water Chillers-Skid Mounted: 80 Ton	No Bid	No Bid	No Bid	No Bid	\$1,000.00	No Bid	No Bid	No Bid	\$900.00	
68	Excavator, 135 hydraulic	No Bid	\$609.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$720.00	\$700.00	
69	Excavator, 32-35 ton	No Bid	\$1,088.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,400.00	\$1,200.00	
70	Excavator, Rubber Tire: CruzAir 1085B with ditch cleaning bucket 60" - 66"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,000.00	
71	Excavator, Rubber Tire: CruzAir 1085B with mulching attachment (i.e. Bull Hog Model	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
72	Field Vacuum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
73	Forklift for off Road Use: 4000# minimum	No Bid	\$286.00	No Bid	\$480.00	\$350.00	No Bid	No Bid	No Bid	\$333.00	
74	Genie TMZ-34/20 Boom: 30' - 36' trailer mounted, towable	No Bid	\$267.00	No Bid	No Bid	\$255.00	No Bid	No Bid	No Bid	\$240.00	
75	Gradall Hydraulic Excavator, XL4300 V	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
76	Gradall Hydraulic Excavator, D152	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
77	Hamm Oscillating Roller 5'6" drum	No Bid	\$517.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$420.00	\$355.00	
78	High Flow Machine - 287	No Bid	No Bid	No Bid	\$680.00	No Bid	No Bid	No Bid	\$480.00	No Bid	
79	Ingersoll-Rand Roller: 12 Ton articulated, 84" wide tire/steel drum vibratory	No Bid	\$601.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$850.00	\$477.00	
80	Ingersoll-Rand SD-100: 84" pad foot compactor	No Bid	\$139.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$577.00	
81	Ingersoll-Rand SD-70D Roller: 8 ton articulated, 66" wide tire/steel drum vibratory	No Bid	\$517.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$355.00	
82	Jack hammer for hydraulic Excavator	No Bid	\$781.00	No Bid	No Bid	\$140.00	No Bid	No Bid	\$870.00	\$552.00	
83	Jack hammer with Portable Air Compressor	No Bid	\$48.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$50.00	\$225.00	
84	Jairraf All Terrain Tree Trimmer	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
85	John Deere 670B Motor Grader: 135 HP: 12' moldboard, Scarifier	No Bid	\$1,007.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$955.00	\$800.00	
86	John Deere Long Reach Track Hoe: 50' with 60" ditch cleaning bucket	No Bid	\$1,172.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,464.00	\$1,306.00	

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	E P Rents	HERC Rentals	NESCO Specialty	RING Power	Daily (8 hours)			Synergy Equipment	Trekker Tractor	United Rentals
						Sunbelt Rentals	Sunbelt Rentals	Sunbelt Rentals			
87	Jumping Jack Tamper	No Bid	\$67.00	No Bid	No Bid	\$79.00	No Bid	No Bid	No Bid	No Bid	\$120.00
88	Line Washer (Pipe hunter)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
89	Marsh Master - MM-2LX cutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
90	Menzi Muck: A61 or equivalent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
91	Mini Excavator - 20 HP 5,800 lbs.	No Bid	\$242.00	No Bid	\$304.00	\$184.00	No Bid	No Bid	No Bid	No Bid	\$230.00
92	Mini Excavator - 24 HP, 7,300 lbs	No Bid	\$262.00	No Bid	\$305.00	\$215.00	No Bid	No Bid	No Bid	No Bid	\$235.00
93	Mini Excavator - 40 HP, 11,000 lbs	No Bid	\$290.00	No Bid	\$415.00	\$248.00	No Bid	\$375.00	\$299.00	No Bid	\$300.00
94	Mini Excavator - 50 HP, 15,000lbs	No Bid	\$373.00	No Bid	\$565.00	\$495.00	No Bid	\$575.00	No Bid	No Bid	\$350.00
95	Mini Excavator - 60 HP, 17,500 lbs	No Bid	\$436.00	No Bid	\$565.00	\$495.00	No Bid	\$575.00	\$437.00	No Bid	\$350.00
96	Mini Excavator - 17 HP, 3,800 lbs.	No Bid	\$262.00	No Bid	\$255.00	\$184.00	No Bid	No Bid	\$161.00	No Bid	\$200.00
97	Mini Excavator with THUMB - 20 HP, 8,000 lbs.	No Bid	\$290.00	No Bid	\$375.00	\$250.00	No Bid	No Bid	\$287.00	No Bid	\$235.00
98	Mini Excavator with THUMB - 40 HP, 11,000 lbs	No Bid	\$436.00	No Bid	\$475.00	\$348.00	No Bid	\$399.00	\$349.00	No Bid	\$300.00
99	Mini Excavator with THUMB - 60 HP, 17,500 lbs.	No Bid	\$343.00	No Bid	\$700.00	\$525.00	No Bid	\$609.00	\$487.00	No Bid	\$350.00
100	Mini Excavators: Attachments - Jack-Hammer	No Bid	\$61.00	No Bid	\$740.00	\$295.00	No Bid	\$475.00	No Bid	No Bid	\$155.00
101	Mud Pump, 3"	No Bid	No Bid	No Bid	No Bid	\$102.00	No Bid	No Bid	No Bid	No Bid	\$75.00
102	Paint Sprayer, 3200 PSI electric powered	No Bid	No Bid	No Bid	No Bid	\$65.00	No Bid	No Bid	No Bid	No Bid	No Bid
103	Plate Tamper	No Bid	\$73.00	No Bid	No Bid	\$80.00	No Bid	\$84.00	No Bid	No Bid	\$55.00
104	Portable Air Compressor: 80 HP, Minimum 175 CFM with 80-120 PSI	No Bid	No Bid	No Bid	\$200.00	\$72.00	No Bid	\$160.00	No Bid	No Bid	\$145.00
105	Portable air conditioning units, 1.5 ton	No Bid	No Bid	No Bid	\$47.00	\$75.00	No Bid	No Bid	No Bid	No Bid	\$119.00
106	Portable Generator - 1000kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,555.00	\$2,500.00	No Bid	No Bid	No Bid	No Bid	\$2,500.00
107	Portable Generator - 1000kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$1,555.00	\$2,500.00	No Bid	No Bid	No Bid	No Bid	\$2,500.00
108	Portable Generator - 1000kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,555.00	\$2,500.00	No Bid	No Bid	No Bid	No Bid	\$2,500.00
109	Portable Generator - 100kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,555.00	\$2,500.00	No Bid	No Bid	No Bid	No Bid	\$2,500.00
110	Portable Generator - 100kw, 240/120v single phase	No Bid	No Bid	No Bid	\$253.00	\$500.00	No Bid	\$450.00	No Bid	No Bid	\$400.00
111	Portable Generator - 100kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$253.00	\$500.00	No Bid	\$450.00	No Bid	No Bid	No Bid
112	Portable Generator - 100kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$253.00	\$500.00	No Bid	\$450.00	No Bid	No Bid	\$400.00
113	Portable Generator - 1250kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,650.00	\$3,500.00	No Bid	No Bid	No Bid	No Bid	\$3,000.00
114	Portable Generator - 1500kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,710.00	\$3,500.00	No Bid	No Bid	No Bid	No Bid	\$3,000.00
115	Portable Generator - 1750kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$2,278.00	\$3,500.00	No Bid	No Bid	No Bid	No Bid	\$4,500.00

Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED													
Item #	Description	Daily (8 hours)											
		E P Rents	HERC Rentals	NESCO Specialty	RING Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals				
116	Portable Generator - 2000kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$2,278.00	\$3,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,500.00
117	Portable Generator - 200kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$415.00	\$600.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00
118	Portable Generator - 200kw, 240/120v single phase	No Bid	No Bid	No Bid	\$415.00	\$600.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00
119	Portable Generator - 200kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$415.00	\$600.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00
120	Portable Generator - 200kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$415.00	\$600.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00
121	Portable Generator - 30 kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$123.00	\$275.00	No Bid	No Bid	\$175.00	No Bid	No Bid	No Bid	\$300.00
122	Portable Generator - 300kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$680.00	\$900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$800.00
123	Portable Generator - 300kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$680.00	\$900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$800.00
124	Portable Generator - 30kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$123.00	\$275.00	No Bid	No Bid	\$175.00	No Bid	No Bid	No Bid	\$300.00
125	Portable Generator - 30kw, 240/120v single phase	No Bid	No Bid	No Bid	\$123.00	\$275.00	No Bid	No Bid	\$175.00	No Bid	No Bid	No Bid	\$300.00
126	Portable Generator - 30kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$123.00	\$275.00	No Bid	No Bid	\$175.00	No Bid	No Bid	No Bid	\$300.00
127	Portable Generator - 400kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$123.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$300.00
128	Portable Generator - 400kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$835.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$900.00
129	Portable Generator - 400kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$835.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$900.00
130	Portable Generator - 400kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$835.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$900.00
131	Portable Generator - 45 kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$172.00	\$300.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$325.00
132	Portable Generator - 45kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$172.00	\$300.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$325.00
133	Portable Generator - 45kw, 240/120v single phase	No Bid	No Bid	No Bid	\$172.00	\$300.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$325.00
134	Portable Generator - 45kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$172.00	\$300.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$325.00
135	Portable Generator - 500kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$172.00	\$300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$325.00
136	Portable Generator - 500kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$1,211.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,350.00
137	Portable Generator - 500kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,211.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,350.00
138	Portable Generator - 500kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,211.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,350.00
139	Portable Generator - 50kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,211.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,350.00
140	Portable Generator - 50kw, 240/120v single phase	No Bid	No Bid	No Bid	\$1,211.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,350.00
141	Portable Generator - 50kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$172.00	\$340.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$400.00
142	Portable Generator - 50kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$172.00	\$340.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$400.00
143	Portable Generator - 60kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$172.00	\$340.00	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	\$400.00
144	Portable Generator - 60kw, 240/120v single phase	No Bid	No Bid	No Bid	\$183.00	\$340.00	No Bid	No Bid	\$325.00	No Bid	No Bid	No Bid	\$400.00

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Daily (8 hours)									
		E P Rents	HERC Rentals	NESCO Specialty	RING Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
145	Portable Generator - 60kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$183.00	\$340.00	No Bid	No Bid	No Bid	\$400.00	
146	Portable Generator - 60kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$183.00	\$340.00	No Bid	No Bid	No Bid	\$400.00	
147	Portable Generator - 800kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,450.00	\$2,500.00	No Bid	No Bid	No Bid	\$2,000.00	
148	Portable Generator - 800kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$1,450.00	\$2,500.00	No Bid	No Bid	No Bid	\$2,000.00	
149	Portable Generator - 800kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,450.00	\$2,500.00	No Bid	No Bid	No Bid	\$2,000.00	
150	Portable Generator - 800kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$253.00	\$500.00	No Bid	No Bid	No Bid	\$400.00	
151	Portable Generator -100kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$680.00	\$900.00	No Bid	No Bid	No Bid	No Bid	
152	Portable Generator -300kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$680.00	\$900.00	No Bid	No Bid	No Bid	\$800.00	
153	Portable Generator -300kw, 480/277v, 3 phase	No Bid	\$97.00	No Bid	\$157.00	\$145.00	No Bid	\$100.00	No Bid	\$105.00	
154	Portable Generator/Light Tower: 5kW	No Bid	No Bid	No Bid	No Bid	\$145.00	No Bid	No Bid	No Bid	\$105.00	
155	Portable Light Tower: 2 lights, gasoline	No Bid	\$97.00	No Bid	\$150.00	\$225.00	No Bid	No Bid	\$128.00	\$105.00	
156	Portable Light Tower: 4 lights, diesel	No Bid	\$88.00	No Bid	No Bid	\$95.00	No Bid	\$95.00	No Bid	\$110.00	
157	Pressure Washer: 4000 psi minimum	No Bid	No Bid	No Bid	No Bid	\$175.00	No Bid	\$335.00	No Bid	\$240.00	
158	Ride-On Trencher: large	No Bid	\$371.00	No Bid	No Bid	\$150.00	No Bid	\$335.00	No Bid	\$225.00	
159	Ride-On Trencher: small	No Bid	\$102.00	No Bid	No Bid	No Bid	No Bid	\$190.00	No Bid	\$189.00	
160	Root Rake Attachment: for a Cat 950 Loader	No Bid	No Bid	No Bid	No Bid	\$315.00	No Bid	\$669.00	No Bid	\$455.00	
161	Rubber Track Mini Excavator including Swivel or Clean Out Bucket	No Bid	No Bid	No Bid	\$685.00	\$315.00	No Bid	\$669.00	No Bid	\$455.00	
162	Rubber Track Mini Excavator including Swivel or Ditch Cleaning Bucket	No Bid	\$131.00	No Bid	\$122.00	\$134.00	No Bid	\$245.00	No Bid	\$222.00	
163	Scissor Lift - 28' Electric	No Bid	\$97.00	No Bid	\$90.00	\$98.00	No Bid	\$160.00	No Bid	\$135.00	
164	Scissors lift, 19'	No Bid	\$363.00	No Bid	No Bid	\$172.00	No Bid	\$445.00	\$299.00	No Bid	
165	Skidsteer - Takeuchi TL150	No Bid	\$84.00	No Bid	No Bid	\$115.00	No Bid	\$99.00	No Bid	\$100.00	
166	Sod Cutter	No Bid	\$638.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
167	Sterling LT9511 16 cubic yard dump truck	No Bid	\$228.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
168	Sterling Acterra A9500 Flatbed Truck	No Bid	\$228.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
169	Stump Grinder	No Bid	No Bid	No Bid	No Bid	\$320.00	No Bid	\$180.00	No Bid	\$285.00	
170	Submersible Pump Hydraulic, 8" with 200' of discharge	No Bid	No Bid	No Bid	No Bid	\$390.00	No Bid	No Bid	No Bid	No Bid	
171	Submersible pump, 12" hydraulic 200' of discharge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
172	Submersible pump, 6" hydraulic 200' of discharge	No Bid	No Bid	No Bid	No Bid	\$392.00	No Bid	No Bid	No Bid	No Bid	
173	Suction Hose, 10" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$56.00	No Bid	No Bid	No Bid	No Bid	

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Daily (8 hours)										
		E P Rents	HERC Rentals	NESCO Specialty	RING Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals			
174	Suction Hose, 12" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$70.00	No Bid	No Bid	No Bid	No Bid	No Bid	
175	Suction Hose, 2" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	\$4.00	No Bid	No Bid	No Bid	No Bid	
176	Suction Hose, 4" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$23.00	No Bid	No Bid	No Bid	No Bid	No Bid	
177	Suction Hose, 6" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$28.00	\$11.00	No Bid	No Bid	No Bid	No Bid	
178	Suction Hose, 8" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$31.00	No Bid	No Bid	No Bid	No Bid	No Bid	
179	Three Lines Trailer Mounted Variable Message Board	No Bid	\$161.00	No Bid	No Bid	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	
180	Tile Cutting Saw 8" blade 15 amp wet saw	No Bid	No Bid	No Bid	No Bid	\$46.00	\$60.00	No Bid	No Bid	No Bid	No Bid	
181	Trackhoe - 100 Series	No Bid	No Bid	No Bid	No Bid	\$560.00	No Bid	No Bid	No Bid	No Bid	No Bid	
182	Trackhoe - 200 Series	No Bid	No Bid	No Bid	No Bid	\$760.00	No Bid	No Bid	No Bid	No Bid	No Bid	
183	Trackhoe with aquatic bucket, 70' long reach	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
184	Tractor accessory: Bush Hog	No Bid	\$46.00	No Bid	No Bid	\$75.00	\$125.00	No Bid	No Bid	No Bid	No Bid	
185	Tractor, 50-55 HP, 4 WD	No Bid	\$240.00	No Bid	No Bid	\$315.00	\$275.00	No Bid	No Bid	No Bid	No Bid	
186	Trash Pump - Diesel, 8" Vacuum Assist - Silent Pack	No Bid	No Bid	No Bid	No Bid	\$380.00	No Bid	No Bid	No Bid	No Bid	No Bid	
187	Trash Pump - Diesel, 8" Vacuum Assist	No Bid	No Bid	No Bid	No Bid	\$448.00	No Bid	No Bid	No Bid	No Bid	No Bid	
188	Trash Pump, 3"	No Bid	No Bid	No Bid	No Bid	\$40.00	\$78.00	No Bid	No Bid	No Bid	No Bid	
189	Trash Pump, 6", Diesel Vacuum Assist - Silent Pack	No Bid	No Bid	No Bid	No Bid	\$308.00	No Bid	No Bid	No Bid	No Bid	No Bid	
190	Trash Pump, 6", Trailer Mounted	No Bid	No Bid	No Bid	No Bid	\$315.00	No Bid	No Bid	No Bid	No Bid	No Bid	
191	Trash Truck with Clamps (Lightning Loader with 27 yard bed), or equivalent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
192	Turf Verticutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
193	Vacuum Truck - 15 Yard Debris Body	\$1,100.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
194	Vacuum Truck, Minimum 1,200 gallon w/75GPM-1,8000 psi pump	\$1,100.00	No Bid	No Bid	No Bid	\$1,945.00	No Bid	No Bid	No Bid	No Bid	No Bid	
195	Vermeer 1250 Portable Wood Chipper: 8" diameter and smaller	No Bid	No Bid	No Bid	No Bid	\$300.00	No Bid	No Bid	No Bid	No Bid	\$300.00	
196	Vibratory Asphalt Roller, 1.5 Ton	No Bid	\$244.00	No Bid	No Bid	\$445.00	\$240.00	\$166.00	\$155.00	\$150.00		
197	Walk Behind Trencher	No Bid	\$179.00	No Bid	No Bid	\$80.00	\$140.00	No Bid	No Bid	No Bid		
198	Water Tanker: 2000 - 3000 gallon, single unit chassis, rear spray bar, gravity or pressure feed	No Bid	\$436.00	No Bid	No Bid	\$300.00	\$550.00	\$437.00	\$455.00			
199	Well Point System	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	

Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED												
Item #	Description	Daily (8 hours)										
		E P Rents	HERC Rentals	NESCO Specialty	RING Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals			
	Revision 7/14/2020 : Ringpower with drew items 1, 2, 3 and 5											
	Additional Items Quoted by Vendor Letter Trailer	\$500.00										



**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Weekly (40 hours)									
		E P Rents	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
1	Air Conditioners-Skid Mounted: 10 Ton	No Bid	\$822.00	No Bid	Withdrawn	\$1,000.00	No Bid	No Bid	No Bid	\$800.00	
2	Air Conditioners-Skid Mounted: 25 Ton	No Bid	No Bid	No Bid	Withdrawn	\$1,500.00	No Bid	No Bid	No Bid	\$1,400.00	
3	Air Conditioners-Skid Mounted: 30 Ton	No Bid	No Bid	No Bid	Withdrawn	\$800.00	No Bid	No Bid	No Bid	\$1,600.00	
4	Air Conditioners-Skid Mounted: 40 Ton	No Bid	No Bid	No Bid	No Bid	\$1,500.00	No Bid	No Bid	No Bid	\$2,000.00	
5	Air Conditioners-Skid Mounted: 60 Ton	No Bid	No Bid	No Bid	Withdrawn	\$1,750.00	No Bid	No Bid	No Bid	\$3,500.00	
6	Air Conditioners-Skid Mounted: 80 Ton	No Bid	No Bid	No Bid	No Bid	\$2,085.00	No Bid	No Bid	No Bid	\$4,200.00	
7	Air Conditioners-Skid Mounted: 90 Ton	No Bid	No Bid	No Bid	No Bid	\$3,100.00	No Bid	No Bid	No Bid	\$4,800.00	
8	Arrow Board, 15 Lamp Solar Powered	No Bid	No Bid	No Bid	No Bid	\$105.00	\$220.00	No Bid	No Bid	\$275.00	
9	Bobcat 325 Mini Excavator: 30 HP, diesel, operating weight 5760#	No Bid	\$662.00	No Bid	No Bid	\$450.00	\$575.00	\$442.00	\$476.00	\$700.00	
10	Bobcat 763 Skid Steer Loader: Operating Weight 7000#	No Bid	\$450.00	No Bid	No Bid	\$540.00	\$690.00	\$476.00	\$476.00	\$650.00	
11	Bobcat S130 Skid Steer Loader	No Bid	\$521.00	No Bid	No Bid	\$630.00	\$740.00	No Bid	No Bid	\$650.00	
12	Bomag Tamper	No Bid	No Bid	No Bid	No Bid	\$175.00	No Bid	No Bid	No Bid	\$200.00	
13	Boom Lift, Telescopic - Engine Powered 600 S	No Bid	\$871.00	No Bid	\$1,080.00	\$1,300.00	\$1,050.00	No Bid	No Bid	\$900.00	
14	Boom Lift, Telescopic - Engine Powered 800 S	No Bid	\$1,689.00	No Bid	\$1,680.00	\$1,750.00	\$1,485.00	No Bid	No Bid	\$1,600.00	
15	Boom Lift: 40' -- 46', articulating, 4 Wheel Drive	No Bid	\$624.00	No Bid	\$771.00	\$820.00	\$770.00	No Bid	No Bid	\$775.00	
16	Boom Lift: 60' - 62', 4 wheel Drive+B15	No Bid	\$847.00	No Bid	\$1,050.00	\$1,100.00	\$1,050.00	No Bid	No Bid	\$975.00	
17	Boom Truck: 20-Ton with 90' Maximum Boom Height	No Bid	No Bid	\$3,262.50	\$2,550.00	No Bid	No Bid	No Bid	No Bid	No Bid	
18	Boom Truck: 26-Ton with 103' Maximum Boom Height	No Bid	No Bid	\$3,849.50	\$3,450.00	No Bid	No Bid	No Bid	No Bid	No Bid	
19	Boom Truck: 28-Ton with 105' Maximum Boom Height	No Bid	No Bid	\$4,184.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
20	Boom Truck: 30-Ton with 102' Maximum Boom Height	No Bid	No Bid	\$4,839.00	\$4,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	
21	Boom Truck: 40-Ton with 105' Maximum Boom Height	No Bid	No Bid	\$6,074.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
22	Broom Mechanical Street Sweeper with dust control and vacuum system	\$3,440.00	No Bid	No Bid	\$460.00	No Bid	No Bid	No Bid	No Bid	No Bid	
23	Broom Tractor: Front or Center Mount, self-propelled	No Bid	No Bid	No Bid	\$725.00	No Bid	\$580.00	No Bid	No Bid	No Bid	
24	Bucket Truck: with 40' max reach; no CDL required	No Bid	No Bid	\$1,476.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
25	Bucket Truck: with 60' max reach; no CDL required	No Bid	No Bid	\$2,461.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
26	Case 580K Loader/Backhoe	No Bid	\$773.00	No Bid	\$925.00	\$500.00	\$810.00	\$612.00	\$612.00	\$700.00	
27	Case 721 Front End Loader: with bucket	No Bid	\$1,595.00	No Bid	\$2,125.00	No Bid	\$1,910.00	\$1,667.00	\$1,667.00	\$2,000.00	
28	Case CX330 Excavator; Operating weight 78,043#; general bucket	No Bid	\$3,597.00	No Bid	No Bid	No Bid	\$3,450.00	\$2,890.00	\$2,890.00	\$3,250.00	
29	Case CX460 Excavator: Operating weight 101,257#; general bucket	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,600.00	\$3,502.00	\$3,502.00	\$6,500.00	

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Weekly (40 hours)									
		E P Rents	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
30	Cat 316L Hydraulic Excavator	No Bid	No Bid	No Bid	\$2,225.00	No Bid	No Bid	No Bid	\$1,530.00	\$1,800.00	
31	Cat 320L Hydraulic Excavator: Operating weight 47,000#, 60" - 66" ditch cleaning bucket	No Bid	\$1,895.00	No Bid	\$2,675.00	No Bid	No Bid	\$2,900.00	\$1,870.00	\$2,200.00	
32	Cat 345 Hydraulic Excavator: ditch cleaning bucket 60" - 66"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,600.00	No Bid	\$6,500.00	
33	Cat 914 Wheel Loader	No Bid	No Bid	No Bid	\$1,550.00	No Bid	No Bid	\$1,800.00	No Bid	\$1,750.00	
34	Cat 950 Loader: with A/C cab, 3 1/2 yd. Bucket, hydraulic quick coupler	No Bid	\$1,790.00	No Bid	No Bid	No Bid	No Bid	\$900.00	\$1,564.00	\$2,200.00	
35	Cat D3 Track Dozer	No Bid	\$1,388.00	No Bid	\$1,775.00	No Bid	No Bid	\$1,300.00	\$1,428.00	\$1,400.00	
36	Cat D5 (or equivalent) Dozer	No Bid	\$1,630.00	No Bid	\$2,150.00	No Bid	No Bid	\$1,800.00	\$1,667.00	\$1,700.00	
37	Cat D6H LGP Track Dozer: 6 way blade	No Bid	\$2,437.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,176.00	\$2,000.00	
38	Chain Saw 16"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$150.00	No Bid	\$125.00	
39	Club Car Carryall 1700 4WD UTV	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$220.00	
40	Cold Planar - 18" Drum	No Bid	No Bid	No Bid	\$1,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	
41	Cold Planar - 24" Drum	No Bid	No Bid	No Bid	\$1,485.00	No Bid	No Bid	\$1,030.00	No Bid	No Bid	
42	Cold Planar - 40" Drum	No Bid	No Bid	No Bid	\$1,855.00	No Bid	No Bid	\$1,195.00	No Bid	No Bid	
43	Concrete 'Buggy' - Mini motorized wheelbarrow	No Bid	\$444.00	No Bid	No Bid	No Bid	No Bid	\$200.00	No Bid	\$320.00	
44	Concrete Cutsaw 12"	No Bid	\$232.00	No Bid	No Bid	No Bid	No Bid	\$175.00	No Bid	\$155.00	
45	Concrete Cutsaw 14"	No Bid	\$232.00	No Bid	No Bid	No Bid	No Bid	\$210.00	No Bid	\$155.00	
46	Concrete walk behind 18" saw	No Bid	\$387.00	No Bid	No Bid	No Bid	No Bid	\$200.00	No Bid	\$245.00	
47	Concrete walk behind 24" saw	No Bid	\$658.00	No Bid	No Bid	No Bid	No Bid	\$315.00	No Bid	\$400.00	
48	Discharge Hose, 10" x 25', with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$430.00	No Bid	No Bid	
49	Discharge Hose, 10" x 50', with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
50	Discharge Hose, 12" x 25', with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
51	Discharge Hose, 12" x 50', with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
52	Discharge Hose, 2" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
53	Discharge Hose, 2" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
54	Discharge Hose, 4" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$23.00	No Bid	No Bid	
55	Discharge Hose, 4" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
56	Discharge Hose, 6" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$41.00	No Bid	No Bid	
57	Discharge Hose, 6" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$50.00	No Bid	No Bid	

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Weekly (40 hours)									
		E P Rents	HERC Rentals	NESSCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
58	Discharge Hose, 8" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
59	Discharge Hose, 8" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$96.00	No Bid	No Bid	No Bid	No Bid	
60	Double Diaphragm Pump - 4"	No Bid	No Bid	No Bid	No Bid	\$304.00	\$335.00	No Bid	No Bid	\$420.00	
61	Double Wall Auxiliary Fuel Tank including Containment	No Bid	No Bid	No Bid	\$424.00	\$320.00	No Bid	No Bid	No Bid	No Bid	
62	Dump Truck - On Road 5 yard	No Bid	\$890.00	No Bid	\$950.00	No Bid	\$1,065.00	No Bid	No Bid	\$889.00	
63	Electric Water Chillers-Skid Mounted: 100 Ton	No Bid	No Bid	No Bid	No Bid	\$1,665.00	No Bid	No Bid	No Bid	\$1,800.00	
64	Electric Water Chillers-Skid Mounted: 30 Ton	No Bid	No Bid	No Bid	No Bid	\$800.00	No Bid	No Bid	No Bid	\$1,400.00	
65	Electric Water Chillers-Skid Mounted: 40 Ton	No Bid	No Bid	No Bid	No Bid	\$1,150.00	No Bid	No Bid	No Bid	\$1,600.00	
66	Electric Water Chillers-Skid Mounted: 60 Ton	No Bid	No Bid	No Bid	No Bid	\$1,335.00	No Bid	No Bid	No Bid	\$1,600.00	
67	Electric Water Chillers-Skid Mounted: 80 Ton	No Bid	No Bid	No Bid	No Bid	\$1,500.00	No Bid	No Bid	No Bid	\$1,800.00	
68	Excavator, 135 hydraulic	No Bid	\$1,471.00	No Bid	No Bid	No Bid	\$2,000.00	\$1,292.00	No Bid	\$1,800.00	
69	Excavator, 32-35 ton	No Bid	\$2,688.00	No Bid	No Bid	No Bid	\$3,600.00	\$2,584.00	No Bid	\$2,900.00	
70	Excavator, Rubber Tire: CruzAir 1085B with ditch cleaning bucket 60" - 66"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,200.00	
71	Excavator, Rubber Tire: CruzAir 1085B with mulching attachment (i.e. Bull Hog Model	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
72	Field Vacuum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
73	Forklift for off Road Use: 4000# minimum	No Bid	\$745.00	No Bid	\$1,150.00	\$950.00	No Bid	\$765.00	No Bid	\$880.00	
74	Genie TMZ-34/20 Boom: 30' - 36' trailer mounted, towable	No Bid	\$634.00	No Bid	No Bid	\$700.00	No Bid	No Bid	No Bid	\$775.00	
75	Gradall Hydraulic Excavator, XL4300 V	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
76	Gradall Hydraulic Excavator, D152	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
77	Hamm Oscillating Roller 5'6" drum	No Bid	\$1,296.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
78	High Flow Machine - 287	No Bid	No Bid	No Bid	\$1,925.00	No Bid	\$990.00	No Bid	No Bid	\$955.00	
79	Ingersoll-Rand Roller: 12 Ton articulated, 84" wide tire/steel drum vibratory	No Bid	\$1,585.00	No Bid	No Bid	No Bid	\$1,290.00	No Bid	No Bid	No Bid	
80	Ingersoll-Rand SD-100: 84" pad foot compactor	No Bid	\$371.00	No Bid	No Bid	No Bid	\$1,990.00	\$1,190.00	No Bid	\$1,400.00	
81	Ingersoll-Rand SD-70D Roller: 8 ton articulated, 66" wide tire/steel drum vibratory	No Bid	\$1,296.00	No Bid	No Bid	No Bid	No Bid	\$1,853.00	No Bid	\$1,750.00	
82	Jack hammer for hydraulic Excavator	No Bid	\$2,220.00	No Bid	No Bid	No Bid	No Bid	\$986.00	No Bid	\$955.00	
83	Jack hammer with Portable Air Compressor	No Bid	\$169.00	No Bid	No Bid	\$300.00	\$2,250.00	No Bid	No Bid	\$1,632.00	
84	Jarraf All Terrain Tree Trimmer	No Bid	No Bid	No Bid	No Bid	No Bid	\$125.00	No Bid	No Bid	\$475.00	
85	John Deere 670B Motor Grader: 135 HP; 12' moldboard, Scarifier	No Bid	\$2,754.00	No Bid	No Bid	No Bid	No Bid	\$3,080.00	No Bid	\$2,300.00	
86	John Deere Long Reach Track Hoe: 50' with 60" ditch cleaning bucket	No Bid	\$2,804.00	No Bid	No Bid	No Bid	\$3,634.00	\$3,281.00	No Bid	\$3,500.00	

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Weekly (40 hours)									
		EP Rents	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
87	Jumping Jack Tamper	No Bid	\$194.00	No Bid	No Bid	No Bid	\$200.00	No Bid	No Bid	\$300.00	
88	Line Washer (Pipe hunter)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
89	Marsh Master - MM-2LX cutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
90	Menzi Muck: A61 or equivalent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
91	Mini Excavator - 20 HP 5,800 lbs.	No Bid	\$662.00	No Bid	\$820.00	No Bid	\$410.00	No Bid	\$442.00	\$750.00	
92	Mini Excavator - 24 HP, 7,300 lbs	No Bid	\$682.00	No Bid	\$825.00	No Bid	\$505.00	No Bid	\$578.00	\$785.00	
93	Mini Excavator - 40 HP, 11,000 lbs	No Bid	\$812.00	No Bid	\$1,125.00	No Bid	\$689.00	\$960.00	\$745.00	\$1,000.00	
94	Mini Excavator - 50 HP, 15,000lbs	No Bid	\$943.00	No Bid	\$1,500.00	No Bid	\$1,250.00	\$1,560.00	No Bid	\$1,155.00	
95	Mini Excavator - 60 HP, 17,500 lbs	No Bid	\$1,112.00	No Bid	\$1,500.00	No Bid	\$1,250.00	\$1,560.00	\$1,088.00	\$1,155.00	
96	Mini Excavator - 17 HP, 3,800 lbs.	No Bid	\$662.00	No Bid	\$675.00	No Bid	\$410.00	No Bid	\$408.00	\$600.00	
97	Mini Excavator with THUMB - 20 HP, 8,000 lbs.	No Bid	\$682.00	No Bid	\$900.00	No Bid	\$570.00	No Bid	\$678.00	\$785.00	
98	Mini Excavator with THUMB - 40 HP, 11,000 lbs	No Bid	\$812.00	No Bid	\$1,275.00	No Bid	\$650.00	\$1,044.00	\$845.00	\$1,000.00	
99	Mini Excavator with THUMB - 60 HP, 17,500 lbs.	No Bid	\$1,112.00	No Bid	\$1,650.00	No Bid	\$740.00	\$1,644.00	\$1,188.00	\$1,155.00	
100	Mini Excavators: Attachments - Jack-Hammer	No Bid	\$979.00	No Bid	\$1,775.00	No Bid	\$250.00	\$1,200.00	No Bid	\$300.00	
101	Mud Pump, 3"	No Bid	\$230.00	No Bid	No Bid	No Bid	\$195.00	No Bid	No Bid	\$220.00	
102	Paint Sprayer, 3200 PSI electric powered	No Bid	No Bid	No Bid	No Bid	No Bid	\$150.00	No Bid	No Bid	No Bid	
103	Plate Tamper	No Bid	\$230.00	No Bid	No Bid	No Bid	\$275.00	\$270.00	No Bid	\$200.00	
104	Portable Air Compressor: 80 HP, Minimum 175 CFM with 80-120 PSI	No Bid	No Bid	No Bid	\$390.00	No Bid	\$200.00	\$385.00	No Bid	\$375.00	
105	Portable air conditioning units, 1.5 ton	No Bid	No Bid	No Bid	\$140.00	No Bid	\$175.00	No Bid	No Bid	\$240.00	
106	Portable Generator - 1000kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$4,666.00	No Bid	\$6,300.00	No Bid	No Bid	\$5,000.00	
107	Portable Generator - 1000kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$4,666.00	No Bid	\$6,300.00	No Bid	No Bid	No Bid	
108	Portable Generator - 1000kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$4,666.00	No Bid	\$6,300.00	No Bid	No Bid	\$5,000.00	
109	Portable Generator - 1000kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$4,666.00	No Bid	\$6,300.00	No Bid	No Bid	\$5,000.00	
110	Portable Generator - 100kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$760.00	No Bid	\$1,100.00	\$1,460.00	No Bid	\$800.00	
111	Portable Generator - 100kw, 240/120v single phase	No Bid	No Bid	No Bid	\$760.00	No Bid	\$1,100.00	\$1,460.00	No Bid	No Bid	
112	Portable Generator - 100kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$760.00	No Bid	\$1,100.00	No Bid	No Bid	\$800.00	
113	Portable Generator - 1250kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$4,950.00	No Bid	\$9,000.00	No Bid	No Bid	\$6,000.00	
114	Portable Generator - 1500kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$5,130.00	No Bid	\$9,000.00	No Bid	No Bid	\$6,000.00	
115	Portable Generator - 1750kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$6,835.00	No Bid	\$10,500.00	No Bid	No Bid	\$9,000.00	

Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED												
Item #	Description	Weekly (40 hours)										
		E P	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals			
116	Portable Generator - 2000kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$6,835.00	\$10,500.00	No Bid	No Bid	No Bid	\$9,000.00		
117	Portable Generator - 200kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,246.00	\$1,700.00	No Bid	No Bid	No Bid	\$1,200.00		
118	Portable Generator - 200kw, 240/120v single phase	No Bid	No Bid	No Bid	\$1,246.00	\$1,700.00	No Bid	No Bid	No Bid	No Bid		
119	Portable Generator - 200kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,246.00	\$1,700.00	No Bid	No Bid	No Bid	\$1,200.00		
120	Portable Generator - 200kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,246.00	\$1,700.00	No Bid	No Bid	No Bid	\$1,200.00		
121	Portable Generator - 30 kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$369.00	\$600.00	\$525.00	No Bid	No Bid	\$600.00		
122	Portable Generator - 300kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$2,039.00	\$2,200.00	No Bid	No Bid	No Bid	\$1,600.00		
123	Portable Generator - 300kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$2,039.00	\$2,200.00	No Bid	No Bid	No Bid	\$1,600.00		
124	Portable Generator - 30kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$369.00	\$600.00	\$525.00	No Bid	No Bid	\$600.00		
125	Portable Generator - 30kw, 240/120v single phase	No Bid	No Bid	No Bid	\$369.00	\$600.00	\$525.00	No Bid	No Bid	\$600.00		
126	Portable Generator - 30kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$369.00	\$600.00	\$525.00	No Bid	No Bid	\$600.00		
127	Portable Generator - 400kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$2,506.00	\$4,200.00	No Bid	No Bid	No Bid	\$1,800.00		
128	Portable Generator - 400kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$2,506.00	\$4,200.00	No Bid	No Bid	No Bid	No Bid		
129	Portable Generator - 400kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$2,506.00	\$4,200.00	No Bid	No Bid	No Bid	\$1,800.00		
130	Portable Generator - 400kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$2,506.00	\$4,200.00	No Bid	No Bid	No Bid	\$1,800.00		
131	Portable Generator - 45 kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$650.00		
132	Portable Generator - 45kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$650.00		
133	Portable Generator - 45kw, 240/120v single phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$650.00		
134	Portable Generator - 45kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$650.00		
135	Portable Generator - 500kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$3,633.00	\$4,200.00	No Bid	No Bid	No Bid	\$2,700.00		
136	Portable Generator - 500kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$3,633.00	\$4,200.00	No Bid	No Bid	No Bid	No Bid		
137	Portable Generator - 500kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$3,633.00	\$4,200.00	No Bid	No Bid	No Bid	No Bid		
138	Portable Generator - 500kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$3,633.00	\$4,200.00	No Bid	No Bid	No Bid	\$2,700.00		
139	Portable Generator - 50kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$800.00		
140	Portable Generator - 50kw, 240/120v single phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$800.00		
141	Portable Generator - 50kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$800.00		
142	Portable Generator - 50kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$517.00	\$900.00	\$720.00	No Bid	No Bid	\$800.00		
143	Portable Generator - 60kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$550.00	\$800.00	\$785.00	No Bid	No Bid	\$800.00		
144	Portable Generator - 60kw, 240/120v single phase	No Bid	No Bid	No Bid	\$550.00	\$800.00	\$785.00	No Bid	No Bid	\$800.00		

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Weekly (40 hours)									
		E P	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
145	Portable Generator - 60kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$550.00	\$800.00	No Bid	No Bid	\$800.00	No Bid	\$800.00
146	Portable Generator - 60kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$550.00	\$800.00	No Bid	No Bid	\$800.00	No Bid	\$800.00
147	Portable Generator - 800kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$4,350.00	\$6,300.00	No Bid	No Bid	\$6,300.00	No Bid	\$4,000.00
148	Portable Generator - 800kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$4,350.00	\$6,300.00	No Bid	No Bid	\$6,300.00	No Bid	No Bid
149	Portable Generator - 800kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$4,350.00	\$6,300.00	No Bid	No Bid	\$6,300.00	No Bid	\$4,000.00
150	Portable Generator - 800kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$4,350.00	\$6,300.00	No Bid	No Bid	\$6,300.00	No Bid	\$4,000.00
151	Portable Generator -100kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$760.00	\$1,100.00	No Bid	No Bid	\$1,100.00	No Bid	\$800.00
152	Portable Generator -300kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$2,039.00	\$2,200.00	No Bid	No Bid	\$2,200.00	No Bid	No Bid
153	Portable Generator -300kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$2,039.00	\$2,200.00	No Bid	No Bid	\$2,200.00	No Bid	\$1,600.00
154	Portable Generator/Light Tower: 5kW	No Bid	\$252.00	No Bid	\$289.00	\$315.00	No Bid	No Bid	\$335.00	No Bid	\$245.00
155	Portable Light Tower: 2 lights, gasoline	No Bid	No Bid	No Bid	No Bid	\$315.00	No Bid	No Bid	No Bid	No Bid	\$245.00
156	Portable Light Tower: 4 lights, diesel	No Bid	\$252.00	No Bid	\$275.00	\$450.00	No Bid	No Bid	\$325.00	\$319.00	\$245.00
157	Pressure Washer: 4000 psi minimum	No Bid	\$309.00	No Bid	No Bid	\$300.00	No Bid	No Bid	\$325.00	No Bid	\$225.00
158	Ride-On Trencher: large	No Bid	No Bid	No Bid	No Bid	\$496.00	No Bid	No Bid	\$950.00	No Bid	\$850.00
159	Ride-On Trencher: small	No Bid	\$928.00	No Bid	No Bid	\$456.00	No Bid	No Bid	\$950.00	No Bid	\$700.00
160	Root Rake Attachment: for a Cat 950 Loader	No Bid	\$240.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$430.00	No Bid	\$250.00
161	Rubber Track Mini Excavator including Swivel or Clean Out Bucket	No Bid	No Bid	No Bid	No Bid	\$705.00	No Bid	No Bid	\$1,795.00	No Bid	\$1,300.00
162	Rubber Track Mini Excavator including Swivel or Ditch Cleaning Bucket	No Bid	No Bid	No Bid	\$1,755.00	\$700.00	No Bid	No Bid	\$1,795.00	No Bid	\$1,300.00
163	Scissor Lift - 28' Electric	No Bid	\$252.00	No Bid	\$278.00	\$275.00	No Bid	No Bid	\$445.00	No Bid	\$399.00
164	Scissors Lift, 19'	No Bid	\$189.00	No Bid	\$178.00	\$214.00	No Bid	No Bid	\$300.00	No Bid	\$255.00
165	Skidsteer - Takeuchi TL150	No Bid	\$953.00	No Bid	No Bid	\$504.00	No Bid	No Bid	\$1,300.00	\$748.00	No Bid
166	Sod Cutter	No Bid	\$295.00	No Bid	No Bid	\$990.00	No Bid	No Bid	\$325.00	No Bid	\$289.00
167	Sterling LT9511 16 cubic yard dump truck	No Bid	\$2,026.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
168	Sterling Acterra A9500 Flatbed Truck	No Bid	\$769.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
169	Stump Grinder	No Bid	\$595.00	No Bid	No Bid	\$940.00	No Bid	No Bid	\$540.00	No Bid	\$799.00
170	Submersible Pump Hydraulic, 8" with 200' of discharge	No Bid	No Bid	No Bid	No Bid	\$1,060.00	No Bid	No Bid	No Bid	No Bid	No Bid
171	Submersible pump, 12" hydraulic 200' of discharge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
172	Submersible pump, 6" hydraulic 200' of discharge	No Bid	No Bid	No Bid	No Bid	\$845.00	No Bid	No Bid	No Bid	No Bid	No Bid
173	Suction Hose, 10" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$144.00	No Bid	No Bid	No Bid	No Bid	No Bid

Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED																	
Item #	Description	Weekly (40 hours)															
		E P	HERC	NESCO	Ring	Sunbelt	Synergy	Trekker	United	Rents	Rentals	Specialty	Power	Rentals	Equipment	Tractor	Rentals
174	Suction Hose, 12" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$180.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
175	Suction Hose, 2" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$19.00	No Bid	No Bid	No Bid
176	Suction Hose, 4" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$59.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
177	Suction Hose, 6" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$71.00	No Bid	No Bid	No Bid	\$71.00	No Bid	No Bid	No Bid	\$24.00	No Bid	No Bid	No Bid
178	Suction Hose, 8" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$89.00	No Bid	No Bid	No Bid	\$89.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
179	Three Lines Trailer Mounted Variable Message Board	No Bid	\$450.00	No Bid	No Bid	\$700.00	No Bid	No Bid	No Bid	\$700.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
180	Tile Cutting Saw 8" blade 15 amp wet saw	No Bid	No Bid	No Bid	No Bid	\$135.00	No Bid	No Bid	No Bid	\$135.00	\$200.00	No Bid	No Bid	\$200.00	No Bid	No Bid	No Bid
181	Trackhoe - 100 Series	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,549.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
182	Trackhoe - 200 Series	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
183	Trackhoe with aquatic bucket, 70' long reach	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
184	Tractor accessory: Bush Hog	No Bid	\$131.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$335.00	No Bid	No Bid	No Bid
185	Tractor, 50-55 HP, 4 WD	No Bid	\$590.00	No Bid	No Bid	\$900.00	No Bid	No Bid	No Bid	\$900.00	\$925.00	No Bid	No Bid	\$925.00	No Bid	No Bid	No Bid
186	Trash Pump - Diesel, 8" Vacuum Assist - Silent Pack	No Bid	No Bid	No Bid	No Bid	\$1,012.00	No Bid	No Bid	No Bid	\$1,012.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
187	Trash Pump - Diesel, 8" Vacuum Assist	No Bid	No Bid	No Bid	No Bid	\$1,156.00	No Bid	No Bid	No Bid	\$1,156.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
188	Trash Pump, 3"	No Bid	No Bid	No Bid	No Bid	\$110.00	No Bid	No Bid	No Bid	\$110.00	\$310.00	No Bid	No Bid	\$310.00	No Bid	No Bid	No Bid
189	Trash Pump, 6", Diesel Vacuum Assist - Silent Pack	No Bid	No Bid	No Bid	No Bid	\$796.00	No Bid	No Bid	No Bid	\$796.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
190	Trash Pump, 6", Trailer Mounted	No Bid	No Bid	No Bid	No Bid	\$824.00	No Bid	No Bid	No Bid	\$824.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
191	Trash Truck with Clamps (Lightning Loader with 27 yard bed), or equivalent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
192	Turf Verticutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
193	Vacuum Truck - 15 Yard Debris Body	\$4,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
194	Vacuum Truck, Minimum 1,200 gallon w/75GPM-1,8000 psi pump	\$4,000.00	No Bid	No Bid	No Bid	\$5,834.00	No Bid	No Bid	No Bid	\$5,834.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
195	Vermeer 1250 Portable Wood Chipper: 8" diameter and smaller	No Bid	No Bid	No Bid	No Bid	\$800.00	No Bid	No Bid	No Bid	\$800.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
196	Vibratory Asphalt Roller, 1.5 Ton	No Bid	\$595.00	No Bid	No Bid	\$1,210.00	No Bid	No Bid	No Bid	\$1,210.00	\$655.00	No Bid	No Bid	\$655.00	\$408.00	\$1,000.00	\$500.00
197	Walk Behind Trencher	No Bid	\$527.00	No Bid	No Bid	\$190.00	No Bid	No Bid	No Bid	\$190.00	\$595.00	No Bid	No Bid	\$595.00	No Bid	\$499.00	\$500.00
198	Water Tanker: 2000 - 3000 gallon, single unit chassis, rear spray bar, gravity or pressure feed	No Bid	\$1,306.00	No Bid	No Bid	\$700.00	No Bid	No Bid	No Bid	\$700.00	\$1,345.00	No Bid	No Bid	\$1,345.00	\$1,020.00	\$1,200.00	\$1,200.00
199	Well Point System	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED											
Item #	Description	Weekly (40 hours)									
		E P Rents	HERC Rentals	NESCO Speciality	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
	Revision 7/14/2020 : Ringpower withdrew items 1, 2, 3 and 5										
	Additional Items Quoted by Vendor										
	Letter Trailer										\$1,250.00



**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)									
		E P	HERC	NESSCO	Ring	Sunbelt	Synergy	Trekker	United		
		Rents	Rentals	Specialty	Power	Rentals	Equipment	Tractor	Rentals		
1	Air Conditioners-Skid Mounted: 10 Ton	No Bid	\$2,321.00	No Bid	Withdrawn	\$2,850.00	No Bid	No Bid	\$2,200.00		
2	Air Conditioners-Skid Mounted: 25 Ton	No Bid	No Bid	No Bid	Withdrawn	\$3,600.00	No Bid	No Bid	\$3,300.00		
3	Air Conditioners-Skid Mounted: 30 Ton	No Bid	No Bid	No Bid	Withdrawn	\$2,800.00	No Bid	No Bid	\$4,700.00		
4	Air Conditioners-Skid Mounted: 40 Ton	No Bid	No Bid	No Bid	No Bid	\$4,500.00	No Bid	No Bid	\$6,000.00		
5	Air Conditioners-Skid Mounted: 60 Ton	No Bid	No Bid	No Bid	Withdrawn	\$5,250.00	No Bid	No Bid	\$9,900.00		
6	Air Conditioners-Skid Mounted: 80 Ton	No Bid	No Bid	No Bid	No Bid	\$6,250.00	No Bid	No Bid	\$12,000.00		
7	Air Conditioners-Skid Mounted: 90 Ton	No Bid	No Bid	No Bid	No Bid	\$7,800.00	No Bid	No Bid	\$13,000.00		
8	Arrow Board, 15 Lamp Solar Powered	No Bid	No Bid	No Bid	No Bid	\$315.00	\$520.00	No Bid	\$600.00		
9	Bobcat 325 Mini Excavator: 30 HP, diesel, operating weight 5760#	No Bid	\$1,306.00	No Bid	No Bid	\$1,150.00	\$1,100.00	\$1,105.00	\$1,300.00		
10	Bobcat 763 Skid Steer Loader: Operating Weight 7000#	No Bid	\$1,088.00	No Bid	No Bid	\$1,400.00	\$1,690.00	\$1,190.00	\$1,400.00		
11	Bobcat S130 Skid Steer Loader	No Bid	\$1,608.00	No Bid	No Bid	\$1,605.00	\$1,540.00	No Bid	\$1,400.00		
12	Bomag Tamper	No Bid	No Bid	No Bid	No Bid	\$425.00	No Bid	No Bid	\$300.00		
13	Boom Lift, Telescopic - Engine Powered 600 S	No Bid	\$2,190.00	No Bid	\$1,980.00	\$2,250.00	\$1,925.00	No Bid	\$1,800.00		
14	Boom Lift, Telescopic - Engine Powered 800 S	No Bid	\$3,961.00	No Bid	\$3,570.00	\$3,425.00	\$2,990.00	No Bid	\$3,000.00		
15	Boom Lift: 40' - 46', articulating, 4 Wheel Drive	No Bid	\$1,524.00	No Bid	\$1,716.00	\$1,500.00	\$1,550.00	No Bid	\$1,490.00		
16	Boom Lift: 60' - 62', 4 wheel Drive+B15	No Bid	\$2,127.00	No Bid	\$2,040.00	\$2,670.00	\$1,925.00	No Bid	\$1,900.00		
17	Boom Truck: 20-Ton with 90' Maximum Boom Height	No Bid	No Bid	\$6,525.00	\$5,100.00	No Bid	No Bid	No Bid	No Bid		
18	Boom Truck: 26-Ton with 103' Maximum Boom Height	No Bid	No Bid	\$7,699.00	\$8,000.00	No Bid	No Bid	No Bid	No Bid		
19	Boom Truck: 28-Ton with 105' Maximum Boom Height	No Bid	No Bid	\$8,368.00	No Bid	No Bid	No Bid	No Bid	No Bid		
20	Boom Truck: 30-Ton with 102' Maximum Boom Height	No Bid	No Bid	\$9,678.00	\$10,000.00	No Bid	No Bid	No Bid	No Bid		
21	Boom Truck: 40-Ton with 105' Maximum Boom Height	No Bid	No Bid	\$12,148.00	No Bid	No Bid	No Bid	No Bid	No Bid		
22	Broom Mechanical Street Sweeper with dust control and vacuum system	\$ 10,000.00	No Bid	No Bid	\$1,345.00	No Bid	No Bid	No Bid	No Bid		
23	Bucket Tractor: Front or Center Mount, self-propelled	No Bid	No Bid	No Bid	\$2,025.00	No Bid	No Bid	No Bid	No Bid		
24	Bucket Truck: with 40' max reach; no CDL required	No Bid	No Bid	\$2,952.00	\$2,950.00	No Bid	No Bid	No Bid	No Bid		
25	Bucket Truck: with 60' max reach; no CDL required	No Bid	No Bid	\$4,922.00	\$4,200.00	No Bid	No Bid	No Bid	No Bid		
26	Case 580K Loader/Backhoe	No Bid	\$1,885.00	No Bid	\$2,150.00	\$1,500.00	\$1,650.00	\$1,530.00	\$1,600.00		
27	Case 721 Front End Loader: with bucket	No Bid	\$4,448.00	No Bid	\$5,775.00	No Bid	\$4,500.00	\$4,165.00	\$4,500.00		
28	Case CX330 Excavator; Operating weight 78,043#; general bucket	No Bid	\$8,703.00	No Bid	\$8,800.00	No Bid	\$8,500.00	\$7,650.00	\$8,250.00		
29	Case CX460 Excavator: Operating weight 101,257#; general bucket	No Bid	No Bid	No Bid	\$15,000.00	No Bid	\$11,000.00	\$10,625.00	\$10,500.00		

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)									
		E P	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
30	Cat 316L Hydraulic Excavator	No Bid	No Bid	No Bid	\$5,925.00	No Bid	No Bid	No Bid	\$3,825.00	\$4,200.00	\$4,750.00
31	Cat 320L Hydraulic Excavator: Operating weight 47,000#, 60" - 66" ditch cleaning bucket	No Bid	\$4,957.00	No Bid	\$6,575.00	No Bid	No Bid	No Bid	\$4,675.00	\$5,600.00	\$4,750.00
32	Cat 345 Hydraulic Excavator: ditch cleaning bucket 60" - 66"	No Bid	No Bid	No Bid	\$15,600.00	No Bid	No Bid	No Bid	No Bid	\$11,000.00	\$13,000.00
33	Cat 914 Wheel Loader	No Bid	No Bid	No Bid	\$4,300.00	No Bid	No Bid	No Bid	No Bid	\$4,200.00	\$3,500.00
34	Cat 950 Loader: with A/C cab, 3 1/2 yd. Bucket, hydraulic quick coupler	No Bid	\$4,690.00	No Bid	\$7,500.00	No Bid	No Bid	No Bid	\$3,910.00	\$1,800.00	\$5,600.00
35	Cat D3 Track Dozer	No Bid	\$3,445.00	No Bid	\$4,500.00	No Bid	No Bid	No Bid	\$3,570.00	\$3,200.00	\$3,200.00
36	Cat D5 (or equivalent) Dozer	No Bid	\$3,990.00	No Bid	\$6,100.00	No Bid	No Bid	No Bid	\$4,165.00	\$4,300.00	\$3,900.00
37	Cat D6H LGP Track Dozer: 6 way blade	No Bid	\$6,347.00	No Bid	\$8,600.00	No Bid	No Bid	No Bid	\$5,440.00	No Bid	\$5,500.00
38	Chain Saw 16"	No Bid	No Bid	No Bid	No Bid	\$325.00	No Bid	No Bid	No Bid	\$350.00	\$225.00
39	Club Car Carryall 1700 4WD UTV	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,685.00	No Bid	No Bid	\$680.00	\$395.00
40	Cold Planar - 18" Drum	No Bid	No Bid	No Bid	\$2,825.00	No Bid	\$2,825.00	No Bid	No Bid	\$2,665.00	No Bid
41	Cold Planar - 24" Drum	No Bid	No Bid	No Bid	\$3,800.00	No Bid	\$3,800.00	No Bid	No Bid	\$2,900.00	No Bid
42	Cold Planar - 40" Drum	No Bid	No Bid	No Bid	\$820.00	No Bid	No Bid	\$610.00	No Bid	\$1,005.00	\$800.00
43	Concrete 'Buggy' - Mini motorized wheelbarrow	No Bid	\$488.00	No Bid	No Bid	\$400.00	No Bid	\$400.00	No Bid	No Bid	\$335.00
44	Concrete Cutsaw 12"	No Bid	\$488.00	No Bid	No Bid	\$460.00	No Bid	\$460.00	No Bid	\$555.00	\$335.00
45	Concrete Cutsaw 14"	No Bid	\$816.00	No Bid	No Bid	\$555.00	No Bid	\$555.00	No Bid	\$685.00	\$500.00
46	Concrete walk behind 18" saw	No Bid	\$1,371.00	No Bid	No Bid	\$1,705.00	No Bid	\$1,185.00	No Bid	\$1,185.00	\$700.00
47	Concrete walk behind 24" saw	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
48	Discharge Hose, 10" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
49	Discharge Hose, 10" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$310.00	No Bid	\$310.00	No Bid	No Bid	No Bid
50	Discharge Hose, 12" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
51	Discharge Hose, 12" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$355.00	No Bid	\$355.00	No Bid	No Bid	No Bid
52	Discharge Hose, 2" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
53	Discharge Hose, 2" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
54	Discharge Hose, 4" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$45.00	No Bid	\$45.00	No Bid	\$45.00	No Bid
55	Discharge Hose, 4" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
56	Discharge Hose, 6" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$120.00	No Bid	\$120.00	No Bid	\$70.00	No Bid
57	Discharge Hose, 6" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	\$148.00	No Bid	\$148.00	No Bid	No Bid	No Bid

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)															
		E P		HERC		NESCO		Ring		Sunbelt		Synergy		Trekker		United	
		Rents	Rentals	Rentals	Specialty	Power	Rentals	Equipment	Tractor	Rentals	Equipment	Rentals	Tractor	Rentals			
58	Discharge Hose, 8" x 25' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
59	Discharge Hose, 8" x 50' with cam-lock	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$248.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
60	Double Diaphragm Pump - 4"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$820.00	\$1,000.00	No Bid	No Bid	No Bid	No Bid	\$1,199.00	No Bid
61	Double Wall Auxiliary Fuel Tank including Containment	No Bid	No Bid	No Bid	No Bid	\$1,272.00	No Bid	No Bid	No Bid	\$965.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
62	Dump Truck - On Road 5 yard	No Bid	\$2,200.00	No Bid	No Bid	\$2,775.00	No Bid	No Bid	No Bid	No Bid	\$2,395.00	No Bid	No Bid	No Bid	No Bid	\$1,900.00	No Bid
63	Electric Water Chillers-Skid Mounted: 100 Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$5,400.00	No Bid
64	Electric Water Chillers-Skid Mounted: 30 Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,800.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,800.00	No Bid
65	Electric Water Chillers-Skid Mounted: 40 Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,800.00	No Bid
66	Electric Water Chillers-Skid Mounted: 60 Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,800.00	No Bid
67	Electric Water Chillers-Skid Mounted: 80 Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$5,400.00	No Bid
68	Excavator, 135 hydraulic	No Bid	\$3,887.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,300.00	\$2,320.00	No Bid	No Bid	\$3,700.00	No Bid	No Bid
69	Excavator, 32-35 ton	No Bid	\$6,741.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$8,700.00	\$6,460.00	No Bid	No Bid	\$7,200.00	No Bid	No Bid
70	Excavator, Rubber Tire: CruzAir 1085B with ditch cleaning bucket 60" - 66"	No Bid	No Bid	No Bid	No Bid	\$7,400.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$8,500.00	No Bid	No Bid
71	Excavator, Rubber Tire: CruzAir 1085B with mulching attachment (i.e. Bull Hog Model)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
72	Field Vacuum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
73	Forklift for off Road Use: 4000# minimum	No Bid	\$1,673.00	No Bid	No Bid	\$2,680.00	No Bid	No Bid	No Bid	\$2,150.00	No Bid	\$1,913.00	No Bid	No Bid	\$1,600.00	No Bid	No Bid
74	Genie TMZ-34/20 Boom: 30' - 36' trailer mounted, towable	No Bid	\$1,489.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,325.00	No Bid	No Bid	No Bid	No Bid	\$1,700.00	No Bid	No Bid
75	Gradall Hydraulic Excavator, XL4300 V	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
76	Gradall Hydraulic Excavator, D152	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
77	Hamm Oscillating Roller 5'6" drum	No Bid	\$2,844.00	No Bid	No Bid	\$3,900.00	No Bid	No Bid	No Bid	No Bid	\$2,290.00	No Bid	No Bid	No Bid	\$2,200.00	No Bid	No Bid
78	High Flow Machine - 287	No Bid	No Bid	No Bid	No Bid	\$3,600.00	No Bid	No Bid	No Bid	No Bid	\$3,200.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
79	Ingersoll-Rand Roller: 12 Ton articulated, 84" wide tire/steel drum vibratory	No Bid	\$3,772.00	No Bid	No Bid	\$4,100.00	No Bid	No Bid	No Bid	No Bid	\$3,500.00	\$2,975.00	No Bid	No Bid	\$3,000.00	No Bid	No Bid
80	Ingersoll-Rand SD-100: 84" pad foot compactor	No Bid	\$822.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,400.00	No Bid	No Bid	\$3,900.00	No Bid	No Bid
81	Ingersoll-Rand SD-70D Roller: 8 ton articulated, 66" wide tire/steel drum vibratory	No Bid	\$2,844.00	No Bid	No Bid	\$3,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,464.00	No Bid	No Bid	\$2,000.00	No Bid	No Bid
82	Jack hammer for hydraulic Excavator	No Bid	\$4,767.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5,515.00	No Bid	No Bid	No Bid	\$3,939.00	No Bid	No Bid
83	Jack hammer with Portable Air Compressor	No Bid	\$359.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$705.00	\$310.00	No Bid	No Bid	No Bid	\$955.00	No Bid	No Bid
84	Jarraf All Terrain Tree Trimmer	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
85	John Deere 670B Motor Grader: 135 HP; 12' moldboard, Scarifier	No Bid	\$7,732.00	No Bid	No Bid	\$7,900.00	No Bid	No Bid	No Bid	No Bid	\$8,100.00	\$6,078.00	No Bid	No Bid	\$5,500.00	No Bid	No Bid
86	John Deere Long Reach Track Hoe: 50' with 60" ditch cleaning bucket	No Bid	\$7,064.00	No Bid	No Bid	\$10,900.00	No Bid	No Bid	No Bid	No Bid	\$8,740.00	\$7,820.00	No Bid	No Bid	\$8,200.00	No Bid	No Bid

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)														
		E P	HERC	NESCO	Ring	Sunbelt	Synergy	Trekker	United	Rents	Rentals	Power	Rentals	Equipment	Tractor	Rentals
87	Jumping Jack Tamper	No Bid	\$348.00	No Bid	No Bid	No Bid	\$425.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$450.00
88	Line Washer (Pipe hunter)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
89	Marsh Master - MM-2LX cutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
90	Menzi Muck: A61 or equivalent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
91	Mini Excavator - 20 HP 5,800 lbs.	No Bid	\$1,306.00	No Bid	\$1,868.00	No Bid	\$1,100.00	No Bid	\$1,105.00	No Bid	\$1,200.00	No Bid	\$1,300.00	No Bid	\$1,400.00	
92	Mini Excavator - 24 HP, 7,300 lbs	No Bid	\$1,431.00	No Bid	\$1,875.00	No Bid	\$1,390.00	No Bid	\$1,445.00	No Bid	\$1,500.00	No Bid	\$1,600.00	No Bid	\$1,700.00	
93	Mini Excavator - 40 HP, 11,000 lbs	No Bid	\$1,885.00	No Bid	\$2,625.00	No Bid	\$1,750.00	No Bid	\$1,870.00	No Bid	\$1,900.00	No Bid	\$2,000.00	No Bid	\$2,100.00	
94	Mini Excavator - 50 HP, 15,000lbs	No Bid	\$2,327.00	No Bid	\$3,825.00	No Bid	\$2,150.00	No Bid	\$2,250.00	No Bid	\$2,300.00	No Bid	\$2,400.00	No Bid	\$2,500.00	
95	Mini Excavator - 60 HP, 17,500 lbs	No Bid	\$2,849.00	No Bid	\$3,825.00	No Bid	\$2,150.00	No Bid	\$2,250.00	No Bid	\$2,300.00	No Bid	\$2,400.00	No Bid	\$2,500.00	
96	Mini Excavator -17 HP, 3,800 lbs.	No Bid	\$1,306.00	No Bid	\$1,500.00	No Bid	\$1,100.00	No Bid	\$1,105.00	No Bid	\$1,200.00	No Bid	\$1,300.00	No Bid	\$1,400.00	
97	Mini Excavator with THUMB - 20 HP, 8,000 lbs.	No Bid	\$1,431.00	No Bid	\$2,200.00	No Bid	\$1,350.00	No Bid	\$1,445.00	No Bid	\$1,500.00	No Bid	\$1,600.00	No Bid	\$1,700.00	
98	Mini Excavator with THUMB - 40 HP, 11,000 lbs	No Bid	\$1,885.00	No Bid	\$2,900.00	No Bid	\$1,350.00	No Bid	\$1,445.00	No Bid	\$1,500.00	No Bid	\$1,600.00	No Bid	\$1,700.00	
99	Mini Excavator with THUMB - 60 HP, 17,500 lbs.	No Bid	\$2,849.00	No Bid	\$4,425.00	No Bid	\$2,250.00	No Bid	\$2,300.00	No Bid	\$2,400.00	No Bid	\$2,500.00	No Bid	\$2,600.00	
100	Mini Excavators: Attachments - Jack-Hammer	No Bid	\$2,014.00	No Bid	\$4,550.00	No Bid	\$450.00	No Bid	\$800.00	No Bid	\$900.00	No Bid	\$1,000.00	No Bid	\$1,100.00	
101	Mud Pump, 3"	No Bid	\$517.00	No Bid	No Bid	No Bid	\$375.00	No Bid	\$355.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
102	Paint Sprayer, 3200 PSI electric powered	No Bid	No Bid	No Bid	No Bid	No Bid	\$425.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
103	Plate Tamper	No Bid	\$382.00	No Bid	No Bid	No Bid	\$550.00	No Bid	\$389.00	No Bid	\$500.00	No Bid	\$650.00	No Bid	\$800.00	
104	Portable Air Compressor: 80 HP, Minimum 175 CFM with 80-120 PSI	No Bid	No Bid	No Bid	\$875.00	No Bid	\$500.00	No Bid	\$650.00	No Bid	\$800.00	No Bid	\$950.00	No Bid	\$1,100.00	
105	Portable air conditioning units, 1.5 ton	No Bid	No Bid	No Bid	\$420.00	No Bid	\$425.00	No Bid	\$500.00	No Bid	\$600.00	No Bid	\$700.00	No Bid	\$800.00	
106	Portable Generator - 1000kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$14,000.00	No Bid	\$21,000.00	No Bid	\$24,000.00	No Bid	\$28,000.00	No Bid	\$32,000.00	No Bid	\$36,000.00	
107	Portable Generator - 1000kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$14,000.00	No Bid	\$21,000.00	No Bid	\$24,000.00	No Bid	\$28,000.00	No Bid	\$32,000.00	No Bid	\$36,000.00	
108	Portable Generator - 1000kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$14,000.00	No Bid	\$21,000.00	No Bid	\$24,000.00	No Bid	\$28,000.00	No Bid	\$32,000.00	No Bid	\$36,000.00	
109	Portable Generator - 1000kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$14,000.00	No Bid	\$21,000.00	No Bid	\$24,000.00	No Bid	\$28,000.00	No Bid	\$32,000.00	No Bid	\$36,000.00	
110	Portable Generator - 100kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$2,280.00	No Bid	\$3,300.00	No Bid	\$3,835.00	No Bid	\$4,400.00	No Bid	\$5,000.00	No Bid	\$5,600.00	
111	Portable Generator - 100kw, 240/120v single phase	No Bid	No Bid	No Bid	\$2,280.00	No Bid	\$3,300.00	No Bid	\$3,835.00	No Bid	\$4,400.00	No Bid	\$5,000.00	No Bid	\$5,600.00	
112	Portable Generator - 100kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$2,280.00	No Bid	\$3,300.00	No Bid	\$3,835.00	No Bid	\$4,400.00	No Bid	\$5,000.00	No Bid	\$5,600.00	
113	Portable Generator - 1250kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$14,850.00	No Bid	\$25,000.00	No Bid	\$28,000.00	No Bid	\$32,000.00	No Bid	\$36,000.00	No Bid	\$40,000.00	
114	Portable Generator - 1500kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$15,390.00	No Bid	\$25,000.00	No Bid	\$28,000.00	No Bid	\$32,000.00	No Bid	\$36,000.00	No Bid	\$40,000.00	
115	Portable Generator - 1750kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$20,500.00	No Bid	\$27,000.00	No Bid	\$30,000.00	No Bid	\$34,000.00	No Bid	\$38,000.00	No Bid	\$42,000.00	

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)										
		E P Rents	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals			
116	Portable Generator - 2000kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$20,050.00	\$27,000.00	No Bid	No Bid	\$27,000.00	No Bid	No Bid	\$27,000.00
117	Portable Generator - 200kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$3,737.00	\$4,100.00	No Bid	No Bid	\$4,100.00	No Bid	No Bid	\$3,900.00
118	Portable Generator - 200kw, 240/120v single phase	No Bid	No Bid	No Bid	\$3,737.00	\$4,100.00	No Bid	No Bid	\$4,100.00	No Bid	No Bid	No Bid
119	Portable Generator - 200kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$3,737.00	\$4,100.00	No Bid	No Bid	\$4,100.00	No Bid	No Bid	\$3,900.00
120	Portable Generator - 200kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$3,737.00	\$4,100.00	No Bid	No Bid	\$4,100.00	No Bid	No Bid	\$3,900.00
121	Portable Generator - 30 kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,107.00	\$1,750.00	No Bid	No Bid	\$1,200.00	No Bid	No Bid	\$1,700.00
122	Portable Generator - 300kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$6,116.00	\$5,500.00	No Bid	No Bid	\$5,500.00	No Bid	No Bid	\$4,900.00
123	Portable Generator - 300kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$6,116.00	\$5,500.00	No Bid	No Bid	\$5,500.00	No Bid	No Bid	\$4,900.00
124	Portable Generator - 30kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,107.00	\$1,750.00	No Bid	No Bid	\$1,200.00	No Bid	No Bid	\$1,700.00
125	Portable Generator - 30kw, 240/120v single phase	No Bid	No Bid	No Bid	\$1,107.00	\$1,750.00	No Bid	No Bid	\$1,200.00	No Bid	No Bid	\$1,700.00
126	Portable Generator - 30kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,107.00	\$1,750.00	No Bid	No Bid	\$1,200.00	No Bid	No Bid	\$1,700.00
127	Portable Generator - 400kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$7,519.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	\$5,400.00
128	Portable Generator - 400kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$7,519.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	No Bid
129	Portable Generator - 400kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$7,519.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	\$5,400.00
130	Portable Generator - 400kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$7,519.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	\$5,400.00
131	Portable Generator - 45 kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,300.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$1,800.00
132	Portable Generator - 45kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,300.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$1,800.00
133	Portable Generator - 45kw, 240/120v single phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,300.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$1,800.00
134	Portable Generator - 45kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,300.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$1,800.00
135	Portable Generator - 500kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$10,900.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	\$7,600.00
136	Portable Generator - 500kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$10,900.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	No Bid
137	Portable Generator - 500kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$10,900.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	\$7,600.00
138	Portable Generator - 500kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$10,900.00	\$10,700.00	No Bid	No Bid	\$10,700.00	No Bid	No Bid	\$7,600.00
139	Portable Generator - 50kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,000.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$2,000.00
140	Portable Generator - 50kw, 240/120v single phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,000.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$2,000.00
141	Portable Generator - 50kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,000.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$2,000.00
142	Portable Generator - 50kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,550.00	\$2,000.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$2,000.00
143	Portable Generator - 60kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$1,650.00	\$2,000.00	No Bid	No Bid	\$1,585.00	No Bid	No Bid	\$2,000.00
144	Portable Generator - 60kw, 240/120v single phase	No Bid	No Bid	No Bid	\$1,650.00	\$2,000.00	No Bid	No Bid	\$1,905.00	No Bid	No Bid	\$2,000.00

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)										
		E P Rents	HERC Rentals	NESCO Specialty	Ring Power	Sumbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals			
145	Portable Generator - 60kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$1,650.00	\$2,000.00	No Bid	No Bid	\$2,000.00	No Bid	No Bid	\$2,000.00
146	Portable Generator - 60kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$1,650.00	\$2,000.00	No Bid	\$1,905.00	No Bid	No Bid	No Bid	\$2,000.00
147	Portable Generator - 800kw, 208/120v 3 phase	No Bid	No Bid	No Bid	\$13,050.00	\$21,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$12,000.00
148	Portable Generator - 800kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$13,050.00	\$21,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
149	Portable Generator - 800kw, 240/139v 3 phase	No Bid	No Bid	No Bid	\$13,050.00	\$21,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$12,000.00
150	Portable Generator - 800kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$13,050.00	\$21,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$12,000.00
151	Portable Generator -100kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$2,280.00	\$3,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,400.00
152	Portable Generator -300kw, 240/120v 3 phase	No Bid	No Bid	No Bid	\$6,116.00	\$5,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
153	Portable Generator -300kw, 480/277v, 3 phase	No Bid	No Bid	No Bid	\$6,116.00	\$5,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,900.00
154	Portable Generator/Light Tower: 5kW	No Bid	\$411.00	No Bid	\$676.00	\$400.00	No Bid	\$645.00	\$400.00	No Bid	No Bid	\$500.00
155	Portable Light Tower: 2 lights, gasoline	No Bid	No Bid	No Bid	No Bid	\$400.00	No Bid	No Bid	\$400.00	No Bid	No Bid	\$500.00
156	Portable Light Tower: 4 lights, diesel	No Bid	\$411.00	No Bid	\$640.00	\$600.00	No Bid	No Bid	\$600.00	No Bid	\$532.00	\$500.00
157	Pressure Washer: 4000 psi minimum	No Bid	\$653.00	No Bid	No Bid	\$529.00	No Bid	\$950.00	\$529.00	No Bid	No Bid	\$350.00
158	Ride-On Trencher: large	No Bid	No Bid	No Bid	No Bid	\$1,260.00	No Bid	\$2,090.00	\$1,260.00	No Bid	No Bid	\$1,800.00
159	Ride-On Trencher: small	No Bid	\$2,095.00	No Bid	No Bid	\$1,200.00	No Bid	\$2,090.00	\$1,200.00	No Bid	No Bid	\$1,650.00
160	Root Rake Attachment: for a Cat 950 Loader	No Bid	\$452.00	No Bid	No Bid	No Bid	No Bid	\$1,145.00	No Bid	No Bid	No Bid	\$399.00
161	Rubber Track Mini Excavator including Swivel or Clean Out Bucket	No Bid	No Bid	No Bid	No Bid	\$1,650.00	No Bid	\$4,130.00	\$1,650.00	No Bid	No Bid	\$3,200.00
162	Rubber Track Mini Excavator including Swivel or Ditch Cleaning Bucket	No Bid	No Bid	No Bid	\$4,265.00	\$1,600.00	No Bid	\$4,130.00	\$1,600.00	No Bid	No Bid	\$3,200.00
163	Scissor Lift - 28' Electric	No Bid	\$508.00	No Bid	\$736.00	\$505.00	No Bid	\$950.00	\$505.00	No Bid	No Bid	\$650.00
164	Scissors Lift, 19'	No Bid	\$358.00	No Bid	\$309.00	\$471.00	No Bid	\$450.00	\$471.00	No Bid	No Bid	\$390.00
165	Skidsteer - Takeuchi TL150	No Bid	\$2,176.00	No Bid	No Bid	\$1,150.00	No Bid	\$3,200.00	\$1,150.00	No Bid	\$1,870.00	No Bid
166	Sod Cutter	No Bid	\$620.00	No Bid	No Bid	\$650.00	No Bid	\$900.00	\$650.00	No Bid	No Bid	\$455.00
167	Sterling LT9511 16 cubic yard dump truck	No Bid	\$4,739.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
168	Sterling Acterra A9500 Flatbed Truck	No Bid	\$1,620.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
169	Stump Grinder	No Bid	\$1,306.00	No Bid	No Bid	\$1,800.00	No Bid	\$1,575.00	\$1,800.00	No Bid	No Bid	\$1,600.00
170	Submersible Pump Hydraulic, 8" with 200' of discharge	No Bid	No Bid	No Bid	No Bid	\$2,930.00	No Bid	No Bid	\$2,930.00	No Bid	No Bid	No Bid
171	Submersible pump, 12" hydraulic 200' of discharge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
172	Submersible pump, 6" hydraulic 200' of discharge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
173	Suction Hose, 10" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	\$2,250.00	No Bid	No Bid	\$2,250.00	No Bid	No Bid	No Bid
		No Bid	No Bid	No Bid	No Bid	\$424.00	No Bid	No Bid	\$424.00	No Bid	No Bid	No Bid

**Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED**

Item #	Description	Monthly (176 hours)														
		E P		HERC		NESCO		Ring		Sunbelt		Synergy		Trekker		United
		Rents	Rentals	Rentals	Specialty	Power	Rentals	Equipment	Tractor	Rentals	Equipment	Tractor	Rentals			
174	Suction Hose, 12" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$530.00	No Bid	No Bid	No Bid	No Bid	No Bid	
175	Suction Hose, 2" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$45.00	No Bid	No Bid	No Bid	No Bid	
176	Suction Hose, 4" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$180.00	No Bid	No Bid	No Bid	No Bid	No Bid	
177	Suction Hose, 6" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$205.00	\$70.00	No Bid	No Bid	No Bid	No Bid	
178	Suction Hose, 8" x 20' with clamps and screen	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$265.00	No Bid	No Bid	No Bid	No Bid	No Bid	
179	Three Lines Trailer Mounted Variable Message Board	No Bid	\$769.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,010.00	No Bid	No Bid	No Bid	No Bid	No Bid	
180	Tile Cutting Saw 8" blade 15 amp wet saw	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$310.00	\$500.00	No Bid	No Bid	No Bid	No Bid	
181	Trackhoe - 100 Series	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,403.00	No Bid	No Bid	No Bid	No Bid	No Bid	
182	Trackhoe - 200 Series	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,950.00	No Bid	No Bid	No Bid	No Bid	No Bid	
183	Trackhoe with aquatic bucket, 70' long reach	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
184	Tractor accessory: Bush Hog	No Bid	\$329.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$305.00	\$730.00	No Bid	No Bid	No Bid	No Bid	
185	Tractor, 50-55 HP, 4 WD	No Bid	\$1,487.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,550.00	\$2,480.00	No Bid	No Bid	No Bid	No Bid	
186	Trash Pump - Diesel, 8" Vacuum Assist - Silent Pack	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,840.00	No Bid	No Bid	No Bid	No Bid	No Bid	
187	Trash Pump - Diesel, 8" Vacuum Assist	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,228.00	No Bid	No Bid	No Bid	No Bid	No Bid	
188	Trash Pump, 3"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$300.00	\$780.00	No Bid	No Bid	No Bid	No Bid	
189	Trash Pump, 6", Diesel Vacuum Assist - Silent Pack	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,232.00	No Bid	No Bid	No Bid	No Bid	No Bid	
190	Trash Pump, 6", Trailer Mounted	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,400.00	No Bid	No Bid	No Bid	No Bid	No Bid	
191	Trash Truck with Clamps (Lightning Loader with 27 yard bed), or equivalent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
192	Turf Verticutter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
193	Vacuum Truck - 15 Yard Debris Body	\$ 12,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
194	Vacuum Truck, Minimum 1,200 gallon w/75GPM-1,8000 psi pump	\$ 12,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$14,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	
195	Vermeer 1250 Portable Wood Chipper: 8" diameter and smaller	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	
196	Vibratory Asphalt Roller, 1.5 Ton	No Bid	\$1,524.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,815.00	\$1,500.00	No Bid	No Bid	No Bid	\$2,000.00	
197	Walk Behind Trencher	No Bid	\$924.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$450.00	\$1,595.00	No Bid	No Bid	No Bid	\$1,200.00	
198	Water Tanker: 2000 - 3000 gallon, single unit chassis, rear spray bar, gravity or pressure feed	No Bid	\$2,514.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,880.00	\$2,985.00	No Bid	No Bid	No Bid	\$2,400.00	
199	Well Point System	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	

Tabulation #45-0-2020/MS/ZS - Equipment Rental (Co-op) - REVISED											
Item #	Description	Monthly (176 hours)									
		E P Rents	HERC Rentals	NESCO Specialty	Ring Power	Sunbelt Rentals	Synergy Equipment	Trekker Tractor	United Rentals		
	Revision 7/14/2020 : Ringpower withdrew items 1, 2, 3 and 5										
	Additional Items Quoted by Vendor Jetter Trailer										
											\$3,750.00





## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, Acting City Manager

**THRU:** Juliet Misconi, Chief Procurement Officer, on behalf of Utilities, Facilities, Public Works & Parks

**DATE:** 7/16/2020

**RE:** Award of Bid: 'Cooperative Purchase', Equipment rental - IFB 14-0-2020 - various departments (EP Rents, LLC; HERC Rentals Inc.; NESCO, LLC; Ring Power Corporation; Sunbelt Rentals, Inc.; Florida BC Holdings, LLC dba Synergy Rents; Trekker Tractor, LLC; and United Rentals (North America), Inc. - estimated annual amount of \$107,317).

The Procurement Department is the lead agency for the competitive solicitation for Equipment Rental for the Brevard County Public Entity Purchasing Cooperative (BCPEPC). For this solicitation, Brevard County Board of Commissioners, Brevard County School Board, and the cities of Cocoa, Melbourne, and Titusville also participated in the solicitation. The purpose of the BCPEPC is to combine purchasing power to leverage more competitive pricing based on volume. This solicitation has a list of nearly 200 pieces of equipment and has rates for daily, weekly, and monthly rental.

The BCPEPC solicitations are conducted and awarded in accordance with the lead agency's Procurement regulations. This solicitation will be awarded to multiple vendors on an as-needed basis, based on price and equipment availability.

Eight (8) bids were received. The Procurement Department staff reviewed the bids for responsiveness. Public Works, Utilities, Facilities, and Parks Department evaluated the bids for responsibility and ability to provide the commodities specified. These Departments reviewed the bids and found all bids to be acceptable.

Staff recommends EP Rents, LLC, HERC Rentals Inc., NESCO, LLC, Ring Power Corporation, Sunbelt Rentals, Inc., Florida BC Holdings, LLC dba Synergy Rents, Trekker Tractor, LLC and United Rentals (North America), Inc. for award of IFB #45-0-2020/SZ – Equipment Rental (Co-op). A detailed tabulation of pricing is available on the City's website; a list of the awarded vendors is attached.

Local Preference was not applied to this project because it is a cooperative agreement which prohibits the use of local preference.

**REQUESTING DEPARTMENT:**

Utilities, Public Works, Parks & Recreation, Facilities, Procurement

**FISCAL IMPACT:**

The City's estimated annual expenditure against this agreement is \$107,317.00 for various equipment rental for projects and operational needs. Funding for equipment rental is budgeted in various departmental accounts.

**RECOMMENDATION:**

Motion to

approve award of IFB #45-0-2020/SZ – Equipment Rental (Co-op) to EP Rents, LLC in Apopka, Florida, HERC Rentals Inc. in Orlando, Florida, NESCO, LLC in Bluffton, Indiana, Ring Power Corporation in St. Augustine, Florida, Sunbelt Rentals, Inc. in Fort Mill, South Carolina, Florida BC Holdings, LLC dba Synergy Rents in Tampa, Florida, Trekker Tractor, LLC in Hialeah Gardens, Florida and United Rentals (North America), Inc. in Melbourne, Florida. Council approval is requested to establish a one (1) year term contract, renewable by the Procurement Department for four (4) additional one (1) year terms.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, Acting City Manager

**THRU:** Juliet Misconi, Chief Procurement Officer, on behalf of Utilities, Facilities, Public Works & Parks

**DATE:** 7/16/2020

**RE:** Award of Bid: 'Cooperative Purchase', Equipment rental - IFB 14-0-2020 - various departments (EP Rents, LLC; HERC Rentals Inc.; NESCO, LLC; Ring Power Corporation; Sunbelt Rentals, Inc.; Florida BC Holdings, LLC dba Synergy Rents; Trekker Tractor, LLC; and United Rentals (North America), Inc. - estimated annual amount of \$107,317).

The Procurement Department is the lead agency for the competitive solicitation for Equipment Rental for the Brevard County Public Entity Purchasing Cooperative (BCPEPC). For this solicitation, Brevard County Board of Commissioners, Brevard County School Board, and the cities of Cocoa, Melbourne, and Titusville also participated in the solicitation. The purpose of the BCPEPC is to combine purchasing power to leverage more competitive pricing based on volume. This solicitation has a list of nearly 200 pieces of equipment and has rates for daily, weekly, and monthly rental.

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Staff recommends EP Rents, LLC, HERC Rentals Inc., NESCO, LLC, Ring Power Corporation, Sunbelt Rentals, Inc., Florida BC Holdings, LLC dba Synergy Rents, Trekker Tractor, LLC and United Rentals (North America), Inc. for award of IFB #45-0-2020/SZ – Equipment Rental (Co-op). A detailed tabulation of pricing is available on the City's website; a list of the awarded vendors is attached.

Local Preference was not applied to this project because it is a cooperative agreement which prohibits the use of local preference.

**REQUESTING DEPARTMENT:**

Utilities, Public Works, Parks & Recreation, Facilities, Procurement

**FISCAL IMPACT:**

The City's estimated annual expenditure against this agreement is \$107,317.00 for various equipment rental for projects and operational needs. Funding for equipment rental is budgeted in various departmental accounts.

**RECOMMENDATION:**

Motion to

approve award of IFB #45-0-2020/SZ – Equipment Rental (Co-op) to EP Rents, LLC in Apopka, Florida, HERC Rentals Inc. in Orlando, Florida, NESCO, LLC in Bluffton, Indiana, Ring Power Corporation in St. Augustine, Florida, Sunbelt Rentals, Inc. in Fort Mill, South Carolina, Florida BC Holdings, LLC dba Synergy Rents in Tampa, Florida, Trekker Tractor, LLC in Hialeah Gardens, Florida and United Rentals (North America), Inc. in Melbourne, Florida. Council approval is requested to establish a one (1) year term contract, renewable by the Procurement Department for four (4) additional one (1) year terms.

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 11d**  
**Meeting Date: October 19, 2020**

**Prepared By: Lisa Morrell., Interim Town Manager**

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**SUBJECT: Consideration of Piggy Back Contract: Florida Sherriff's Association – Cooperative Purchasing Program**

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### **BACKGROUND/HISTORY:**

In accordance with The Town of Malabar Code of Ordinances, ARTICLE V. entitled PURCHASING, Section 2-101 - Competitive bids:

*“The town administrator is authorized to piggy back contracts for any purpose where the stipulated consideration thereunder to be paid by the town exceeds two thousand dollars (\$2,000.00) awarded by any other governmental entity so long as the bidding process utilized by the other governmental entity in awarding such contract is consistent with the competitive bid procedures outlined in this section. “*

The Florida Sherriff's Association (FSA), through a cooperative and competitive process, awarded a multi-vendor contracts for vehicle purchases to include the following contract programs:

- FSA20-EQU18.0: Heavy Equipment
- FSA20-VEH18.0 Heavy Trucks
- FSA20-VEL28.0 Pursuit, Administrative, and Other Vehicles
- FSA20-VEF14.01: Ambulances & Other Equipment
- FSA20-VEF14.02 Fire Rescue Vehicles & Other Equipment
- Tires

The Town of Malabar has budgeted funds identified for vehicle expenditures in the current fiscal budget year for Public Works to include a heavy equipment Font End Loader and Utility Truck. With the Town Council's approval to piggyback the awarded contract per the ordinance, the Town will have efficient access to utilize the contract to expedite the procurement and ordering of specialty replacement capital equipment from a competitive solicitation and awarded contract.

### **FINANCIAL IMPACT:**

As stated in the adopted current fiscal year budget, future agenda items to include identified vehicles for approval to purchase and expend capital funds with the corresponding contract available.

### **ATTACHMENTS:**

- FSA\_Terms and Conditions.PDF

### **ACTION OPTIONS:**

Motion to approve the utilization of other governmental agency competitively bid contract, Florida Sherriff's Association (FSA) Cooperative Purchase Program.

# FSA Cooperative Purchasing Program



**Contract: FSA20-VEL28.0 – Pursuit,**

**Administrative and Other Vehicles**

**Contract: FSA20-VEH18.0 – Heavy Trucks**

**Contract: FSA20-EQU18.0 – Heavy Equipment**

(Items formerly included under “VEH” contract.)

## Contract Terms and Conditions

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**Table of Contents**

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE.....	5
1.02 PURPOSE.....	6
1.03 TERM OF CONTRACT.....	6
1.04 ESTIMATED QUANTITIES.....	6
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER.....	6
1.06 FUNDING.....	7
1.07 CURRENCY.....	7
1.08 GENERAL DEFINITIONS.....	7
1.09 ELIGIBLE PURCHASERS OF CONTRACT.....	8
1.10 LEGAL REQUIREMENTS.....	9
1.11 PATENTS & ROYALTIES.....	9
1.12 FEDERAL AND STATE STANDARDS.....	9
1.13 UNDERWRITERS' LABORATORIES.....	10
1.14 AMERICANS WITH DISABILITIES ACT.....	10
1.15 REASONABLE ACCOMMODATION.....	10
1.16 MINORITY BUSINESS ENTERPRISE (MBE).....	10
1.17 ANTI-DISCRIMINATION.....	10
1.18 BEST COMMERCIAL PRACTICES.....	10
1.19 PUBLIC ENTITY CRIMES (PEC).....	10
1.20 TAX EXEMPTION.....	11
1.21 TAXES.....	11
1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT.....	11
1.23 COMMUNICATIONS.....	11
1.24 CLARIFICATION AND ADDENDA.....	11
1.25 SIGNED BID CONSIDERED AN OFFER.....	12
1.26 ASSIGNMENT OF CONTRACT.....	12
1.27 TERMINATION OF PRODUCT LINE.....	13

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

1.28	METHOD OF AWARD.....	13
1.29	DEMONSTRATION OF COMPETENCY .....	13
1.30	VENDOR ABILITY TO PERFORM .....	14
1.31	FINANCIAL RESPONSIBILITY .....	14
1.32	QUALITY AND SAFETY .....	14
1.33	NONCONFORMANCE .....	15
1.34	GRATUITIES .....	15
1.35	TIE BIDS .....	15
1.36	RIGHT TO AUDIT.....	15
1.37	LIABILITY, INSURANCE, LICENSES AND PERMITS.....	16
1.38	BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.....	16
1.39	ELIMINATION FROM CONSIDERATION .....	17
1.40	COLLUSION.....	17
1.41	DEFAULT.....	17
1.42	PROTESTS AND ARBITRATION.....	18
1.43	NONPERFORMANCE .....	19
1.44	SEVERABILITY .....	20
1.45	TERMINATION FOR CAUSE.....	20
1.46	TERMINATION WITHOUT CAUSE .....	20
1.47	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO .....	20
2.0	BIDDER INSTRUCTIONS.....	22
2.01	BIDDER QUALIFICATIONS.....	22
2.02	LICENSING/FACILITIES .....	22
2.03	INSURANCE AND INDEMNIFICATION .....	22
2.04	SPECIFICATIONS .....	25
2.05	FIXED PRICES .....	25
2.06	DISCOUNTS .....	25
2.07	SEALED BIDS.....	25
2.08	EXCEPTIONS, OMISSION AND ERRORS.....	25
2.09	MISTAKES .....	26
2.10	EQUIVALENTS.....	26



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

2.11	MANDATORY PRE-BID MEETING.....	26
2.12	QUALIFICATION.....	27
2.13	PRICES QUOTED .....	27
2.14	OPTION PRICING .....	28
2.15	EMERGENCY LIGHTS AND SIRENS .....	29
2.16	SUBMITTAL OF BID.....	30
2.17	ZONE BIDDING .....	31
2.18	EXECUTION OF BID.....	32
2.19	MODIFICATION OR WITHDRAWALS OF BIDS .....	32
2.20	LATE BIDS .....	32
2.21	BID OPENING.....	32
2.22	DETERMINATION OF RESPONSIVENESS .....	32
2.23	RESPONSIBLE BIDDER CRITERIA .....	32
2.24	BASIS FOR AWARD .....	33
2.25	FIRM BID .....	33
2.26	BID TABULATIONS .....	34
2.27	MINOR IRREGULARITIES/RIGHT TO REJECT .....	34
2.28	CONE OF SILENCE.....	34
3.0	CONTRACT CONDITIONS .....	35
3.01	GENERAL REQUIREMENTS .....	35
3.02	STATEMENT OF AUTHORITY .....	35
3.03	VENDOR CONTACT INFORMATION .....	35
3.04	OPTION TO RENEW & PRICE ADJUSTMENT .....	35
3.05	ADDITIONS AND DELETIONS .....	36
3.06	EQUITABLE ADJUSTMENT .....	36
3.07	CONDITIONS.....	36
3.08	PRODUCTION CUTOFF .....	37
3.09	FACILITIES.....	37
3.10	SUBSTITUTIONS.....	37
3.11	POLICE RATED VEHICLES & MOTORCYCLES .....	37
3.12	SPECIAL SERVICE VEHICLES .....	38

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

3.13	CAB AND CHASSIS PURCHASES .....	38
3.14	FACTORY INSTALLED .....	38
3.15	VENDOR INSTALLED OPTIONS.....	39
3.16	NON-SCHEDULED OPTIONS .....	39
3.17	FORCE MAJEURE .....	39
3.18	DELIVERY TIME.....	39
3.19	ORDER.....	40
3.20	VEHICLE AND EQUIPMENT DELIVERY.....	41
3.21	INSPECTION AND ACCEPTANCE .....	42
3.22	REGISTRATION, TAG AND TITLE .....	43
3.23	INVOICING AND PAYMENTS.....	43
3.24	WARRANTY REPAIRS AND SERVICE .....	43
3.25	INADEQUATE SERVICE.....	43
3.26	REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS.....	44
3.27	ADMINISTRATIVE FEE.....	45
3.28	LIQUIDATED DAMAGES.....	46
	Appendix A.....	48
	Appendix B .....	49
	Appendix C .....	50
	Appendix D.....	51
	Appendix E .....	52

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**1.0 GENERAL CONDITIONS**

**1.01 BID CORRESPONDENCE**

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator  
E-mail: [elanier@flsheriffs.org](mailto:elanier@flsheriffs.org)  
Phone: 850-877-2165, ext. 5811  
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager  
E-mail: [cchown@flsheriffs.org](mailto:cchown@flsheriffs.org)  
Phone: 850-877-2165, ext. 5833  
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308  
E-mail: [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org)

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**1.02 PURPOSE**

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

**1.03 TERM OF CONTRACT**

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

**1.04 ESTIMATED QUANTITIES**

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

**1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**1.06 FUNDING**

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

**1.07 CURRENCY**

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

**1.08 GENERAL DEFINITIONS**

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
  - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
  - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
  - 3. Manufacturer's Annual U.S. Price Book
  - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

#### **1.10 LEGAL REQUIREMENTS**

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

#### **1.11 PATENTS & ROYALTIES**

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

#### **1.12 FEDERAL AND STATE STANDARDS**

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**1.13 UNDERWRITERS' LABORATORIES**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.14 AMERICANS WITH DISABILITIES ACT**

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

**1.15 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

**1.16 MINORITY BUSINESS ENTERPRISE (MBE)**

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

**1.17 ANTI-DISCRIMINATION**

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.18 BEST COMMERCIAL PRACTICES**

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

**1.19 PUBLIC ENTITY CRIMES (PEC)**

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

## 1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

## 1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

## 1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

## 1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org) with the bid title and number referenced on all correspondence. Final questions must

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

## **1.25 SIGNED BID CONSIDERED AN OFFER**

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

## **1.26 ASSIGNMENT OF CONTRACT**

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

**1.27 TERMINATION OF PRODUCT LINE**

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

**1.28 METHOD OF AWARD**

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

**1.29 DEMONSTRATION OF COMPETENCY**

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

### **1.30 VENDOR ABILITY TO PERFORM**

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

### **1.31 FINANCIAL RESPONSIBILITY**

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

### **1.32 QUALITY AND SAFETY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**1.33 NONCONFORMANCE**

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

**1.34 GRATUITIES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

**1.35 TIE BIDS**

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

**1.36 RIGHT TO AUDIT**

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

### **1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS**

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

### **1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE**

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

### 1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

### 1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

### 1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

#### 1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

**1.43 NONPERFORMANCE**

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

**1.44 SEVERABILITY**

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

**1.45 TERMINATION FOR CAUSE**

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

**1.46 TERMINATION WITHOUT CAUSE**

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

**1.47 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO**

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

## **2.0 BIDDER INSTRUCTIONS**

### **2.01 BIDDER QUALIFICATIONS**

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

### **2.02 LICENSING/FACILITIES**

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
  - Response time to initial call from purchaser,
  - Number of personnel available to service the contract,
  - Qualifications of personnel providing warranty work, and
  - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

### **2.03 INSURANCE AND INDEMNIFICATION**

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**2.04 SPECIFICATIONS**

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

**2.05 FIXED PRICES**

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

**2.06 DISCOUNTS**

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

**2.07 SEALED BIDS**

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

**2.08 EXCEPTIONS, OMISSION AND ERRORS**

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

## 2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

## 2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

## 2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.



# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

## 2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

## 2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**2.14 OPTION PRICING**

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

*Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

#### Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

## 2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

## 2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
  - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

## 2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**2.18 EXECUTION OF BID**

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

**2.19 MODIFICATION OR WITHDRAWALS OF BIDS**

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

**2.20 LATE BIDS**

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

**2.21 BID OPENING**

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

**2.22 DETERMINATION OF RESPONSIVENESS**

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

**2.23 RESPONSIBLE BIDDER CRITERIA**

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

## 2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

## 2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

## 2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

## 2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

## 2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

### **3.0 CONTRACT CONDITIONS**

#### **3.01 GENERAL REQUIREMENTS**

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

#### **3.02 STATEMENT OF AUTHORITY**

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

#### **3.03 VENDOR CONTACT INFORMATION**

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

#### **3.04 OPTION TO RENEW & PRICE ADJUSTMENT**

##### Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

##### Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

### **3.05 ADDITIONS AND DELETIONS**

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

### **3.06 EQUITABLE ADJUSTMENT**

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

### **3.07 CONDITIONS**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**3.08 PRODUCTION CUTOFF**

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

**3.09 FACILITIES**

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

**3.10 SUBSTITUTIONS**

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

**3.11 POLICE RATED VEHICLES & MOTORCYCLES**

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and  
Budget Police Vehicle Evaluation Program

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

[https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203\\_7.pdf](https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf)

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

[https://www.lasd.org/pdf/2017\\_MotorcycleTestBooklet12192017.pdf](https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf)

### 3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

### 3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

### **3.15 VENDOR INSTALLED OPTIONS**

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

### **3.16 NON-SCHEDULED OPTIONS**

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

### **3.17 FORCE MAJEURE**

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

### **3.18 DELIVERY TIME**

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

### 3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

### 3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

### 3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

### **3.22 REGISTRATION, TAG AND TITLE**

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

### **3.23 INVOICING AND PAYMENTS**

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### **3.24 WARRANTY REPAIRS AND SERVICE**

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

### **3.25 INADEQUATE SERVICE**

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

**3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS**

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [COOP@flsheriffs.org](mailto:COOP@flsheriffs.org).

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
<b>MUNICIPALITY</b>	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
<b>COUNTY</b>	County Name County PO 12345.pdf	Leon County PO 12345.pdf
<b>EDUCATION</b>	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
<b>OTHER</b>	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
<b>SHERIFF</b>	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to [REPORTS@flsheriffs.org](mailto:REPORTS@flsheriffs.org).

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

**3.27 ADMINISTRATIVE FEE**

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### **3.28 LIQUIDATED DAMAGES**

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

**Schedule of Liquidated Damages**

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Appendix A



**Florida Sheriffs Association Cooperative Purchasing Program  
Vendor Change Document**

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.*

**FSA Contract Number(s) affected by change:** \_\_\_\_\_  
 \_\_\_\_\_

**Company Information Changes:**

<i>Old Information</i>	<i>New Information</i>
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

**Company Contact Changes:**

<i>Old Contact Information</i>	<i>New Contact Information</i>
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of \_\_\_\_\_

This request will take effect as soon as it is received by FSA by e-mailing to [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org).

Name of Authorized Company Representative \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Request \_\_\_\_\_

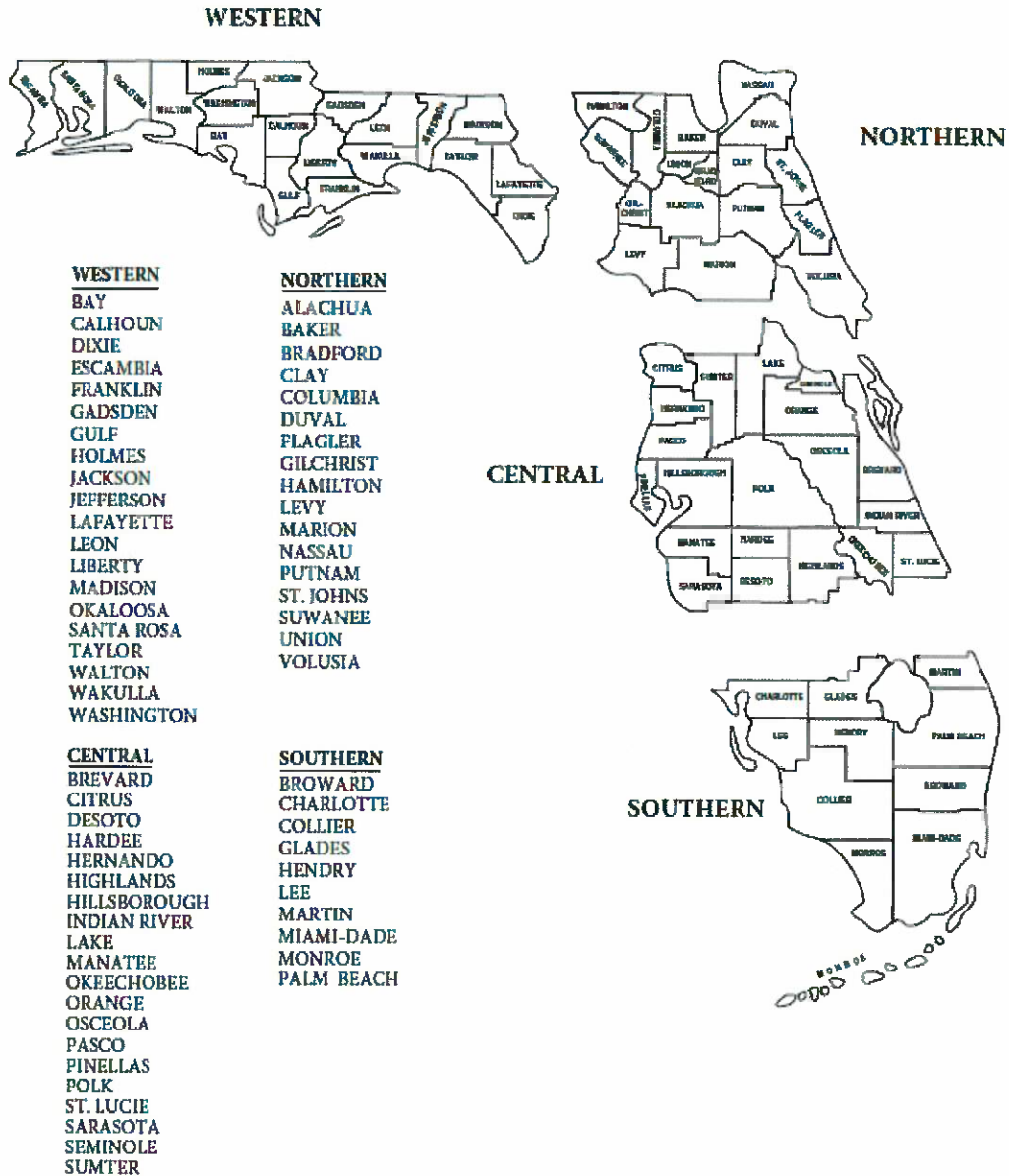
Authorized Company Representative Signature: \_\_\_\_\_

<b>FSA Office Use:</b>		
Date Received:	Change Effective:	FSA Agent:

**FLORIDA SHERIFFS ASSOCIATION  
Cooperative Purchasing Program  
Contract Terms and Conditions**

Appendix B

**FSA CONTRACT ZONE MAP**



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Appendix C



**CONFIRMATION OF ORDER FORM**

**Police Rated, Administrative, Utility Vehicles Trucks and Vans**

**Bid # FSAXX-XXXX**

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

**Vendor:**

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Specification No. \_\_\_\_\_ Type Vehicle/Equipment: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Purchase Order Received: \_\_\_\_\_

Order Was Placed With the Manufacturer on: \_\_\_\_\_

Under Production Number: \_\_\_\_\_

Estimated Date of Delivery: \_\_\_\_\_

Comments: \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_





**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
 Contract Terms and Conditions

Appendix E



**Bid Calendar**

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles  
 FSA20-VEH18.0 Heavy Trucks  
 FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

\* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA’s website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

\* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff’s Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: 11.e  
Meeting Date: October 19, 2020

Prepared By: Lisa Morrell, Interim Town Manager

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**SUBJECT: Consideration of Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and Town of Malabar for eligible project: hard surface paving improvements of Hunter Lane**

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### **BACKGROUND/HISTORY:**

Pursuant to interlocal agreement dated April 16, 1991, executed by Brevard County Board of County Commissioners and Town of Malabar Town council, each party have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida.

Under Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances and interlocal agreement, the administrator for the program and County is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds. The County is desirous of disbursing Transportation Impact Fee Trust (TIFT) Funds to The Town of Malabar under the project and interlocal agreement and desires to obtain the assurances from The Town for compliance with all state and local statutes, rules and regulations and applicable codes and regulations relating to the Project(s) and the Program, as a condition precedent to the release of such funds to The Town of Malabar.

The Town of Malabar submitted a request for improvements to Hunter Lane, located within the township, under the Transportation Impact Fee Trust Fund Disbursement Agreement for disbursement and agrees to provide and implement for the following eligible Project(s):

Hard surface paving improvements on unimproved Hunter Lane for its' entire length north of Atz Road in the Town of Malabar at a cost of \$12,000.00. Payment shall be made from the South Mainland TIFT Fund from Brevard County. The agreement shall commence on the day the County Planning and Development Director provides written Notice to County Finance Department for the disbursement of TIFT Funds and shall terminate on September 30, 2024.

### **FINANCIAL IMPACT:**

Acknowledgement of increased revenue received to the current fiscal year budget for a specified capital paving improvement project in the Public Works Streets and Roads Fund. The amount payable by County under this Agreement shall be \$12,000.00.

### **ATTACHMENTS:**

- Town of Malabar 2020 Disbursement Agreement.PDF

### **ACTION OPTIONS:**

Motion to approve and authorize the Mayor to execute The Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard Count and Town of Malabar for the eligible project: hard surface paving improvements of Hunter Lane.

**TRANSPORTATION IMPACT FEE TRUST FUND  
DISBURSEMENT AGREEMENT  
BETWEEN  
BREVARD COUNTY, FLORIDA  
and  
TOWN OF MALABAR, FLORIDA**

This Agreement is by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners and **TOWN OF MALABAR, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "TOWN".

**WHEREAS**, Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances as may be amended provides for the imposition of the Transportation Impact Fee and sets forth the manner and amount for collection and use of funds; and

**WHEREAS**, pursuant to interlocal agreement dated April 16, 1991, incorporated herein by this reference, the COUNTY and TOWN have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida; and

**WHEREAS**, under Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances and interlocal agreement, COUNTY is administrator for the Program and COUNTY is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds; and

**WHEREAS**, COUNTY is desirous of disbursing TIFT Funds to TOWN and as administrator for the Program, COUNTY desires to obtain the assurances from TOWN and TOWN so assures COUNTY, that TOWN will comply with all state and local statutes, rules and regulations and applicable codes and regulations relating to the Project(s) and the Program, as a condition precedent to the release of such funds to TOWN.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

**ARTICLE 1. RECITALS.**

1.1 The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

**ARTICLE 2. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 **ASSURANCES:** means those assurances made by TOWN to COUNTY specifically set forth in this Agreement.

- 2.2 **IMPACT FEE PROGRAM OR PROGRAM:** means the Transportation Impact Fee Program as contained in Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Ordinances of Brevard County, Florida, as may be amended.
- 2.3 **INTERLOCAL AGREEMENT:** means the Agreement between Brevard County, Florida, and the Town of Malabar, Florida, dated April 16, 1991, providing for participation in the Brevard County Transportation Impact Fee Program.
- 2.4 **PROGRAM INTEREST:** means the interest generated from TIFT funds after receipt by TOWN.
- 2.5 **PROJECT(S):** means the project or projects set forth in Article 3 hereof, and Exhibit "A" entitled "Project Description".
- 2.6 **TIFT FUNDS:** means the Transportation Impact Fee Trust and the monies given to TOWN pursuant to the terms of this Agreement.

**ARTICLE 3. PROJECT(S).** TOWN hereby agrees to provide and implement the following eligible Project(s):

- 3.1 Hard surface paving improvements on unimproved Hunter Lane for its' entire length north of Atz Road in the Town of Malabar at a cost of \$12,000.00. The Project(s) is (are) more specifically described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof. Payment shall be made from the South Mainland TIFT Fund.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT.**

- 4.1 The amount payable by COUNTY under this Agreement shall be \$12,000.00.
- 4.2 Following the execution of this Agreement, the COUNTY Planning and Development Department Director or designee shall provide written notice to the COUNTY Finance Department for the disbursement of TIFT Funds in the amount of \$12,000.00.

#### **ARTICLE 5. RECORDS.**

- 5.1 The COUNTY and the TOWN shall have the reciprocal right to review the records of the other as to receipt, allocation and expenditure of Impact Fees, including records as to bid awards and purchase orders. All such inspections shall be made upon reasonable notice and at a reasonable time and place. Upon a request to review or obtain copies of records by one party to the other hereunder, the party responding to a request for review shall furnish assistance as well as copies of appropriate records for the project to the requesting party.

- 5.2 TOWN hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices of the TOWN which sufficiently and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 5.3 If TOWN has awarded a contract to an independent contractor to perform Project(s) services, TOWN shall submit to COUNTY, if requested, a certified copy of the contractor's invoices stating the services rendered and the date the services were rendered specifically identifying TIFT Funds used.
- 5.4 TOWN agrees to furnish to the COUNTY Planning and Development Department Director, status reports on November 1 of each year identifying the interest accrued, the expenditures to date and the project progress.

#### **ARTICLE 6. ASSURANCES.**

- 6.1 TOWN hereby agrees to comply with all state and local laws, ordinances, and codes and regulations applicable to the expenditure of the TIFT Funds. Any conflict or inconsistency between state or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 6.2 TOWN agrees to expend TIFT Funds allocated to the Project(s) by the expiration date in Article 8. An administrative extension, if requested prior to expiration, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed one hundred eighty days if just cause is shown.
- 6.3 TOWN agrees to complete each project identified in this Agreement. In the event TIFT Funds are not sufficient, the TOWN may submit to the COUNTY a request for additional revenue from the TIFT Funds. However, if additional revenue is not provided pursuant to that request, the TOWN agrees to utilize its independent resources to complete project.
- 6.4 TOWN hereby agrees that if it has directly and knowingly caused any funds to be expended in violation of the Agreement, it shall be responsible to refund such monies in full to COUNTY.
- 6.5 TOWN agrees to return to the Department the unexpended TIFT Funds no later than sixty days following the expiration date in Article 8 or within sixty days following the expiration of an administrative extension under Section 6.2, if applicable, along with a completed Form B, attached hereto and by this reference made a part hereof. This section shall not require the TOWN to return to the COUNTY custody or control of any TIFT Funds which have been contractually committed for expenditure by the TOWN within a six-year time frame from the date of impact fee payment, but are yet unpaid, or funds the TOWN's use of

which is an issue in any pending litigation involving the TOWN. An administrative extension for the return of funds, if requested prior to the sixty-day expiration period, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed sixty days, if just cause is shown.

- 6.6 Program interest generated as a result of receipt of TIFT Funds may be retained by TOWN, provided that this interest shall be added to TIFT Funds committed to the Project(s) by the TOWN and used in conjunction with the original allocation to further the eligible project objective. Expenditure of program interest is subject to the terms of this Agreement with Brevard County. Any remaining interest generated in a contract period if not expended for the approved Project(s) shall be returned to COUNTY and shall be placed back in TIFT account for benefit of the South Mainland within the time periods provided in Section 6.6.
- 6.7 TOWN hereby agrees and understands that all funding authorization through a TIFT Fund shall be used only for eligible activities specifically outlined in this Agreement. Revenues shall not be utilized for correcting deficiencies. Revenues shall be utilized to fund the future capacity components for transportation facilities identified in Exhibit "A". All expenditures shall be consistent with the Interlocal Agreement dated April 16, 1991.
- 6.8 TOWN hereby agrees to submit to the COUNTY Planning and Development Department within sixty (60) days of the completion of each Project(s), as set out in Article 3, a complete financial accounting of all its Project(s) activities, as provided on Exhibit "B", attached hereto and by reference made a part hereof.

#### **ARTICLE 7. INDEMNIFICATION.**

- 7.1 TOWN, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, COUNTY, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the TOWN's performance under this Agreement or the Town's failure to perform any obligation or undertaking as set forth in this Agreement. The TOWN acknowledges that specific consideration has been given for this indemnity provision.

#### **ARTICLE 8. TERM OF AGREEMENT.**

- 8.1 This Agreement shall commence on the day the COUNTY Planning and Development Director provides written Notice to COUNTY Finance Department for the disbursement of TIFT Funds and shall terminate on September 30, 2024.

## **ARTICLE 9. TERMINATION.**

- 9.1 If, through any cause, TOWN fails to commence work on the project, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if TOWN shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement and may require the return of funds expended or committed for expenditure in violation of this agreement by giving written notice to TOWN of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If just cause is shown prior to termination, the COUNTY Planning and Development Department Director may specify in writing the actions that must be taken by TOWN and a reasonable date for compliance; as a condition to avoid termination. In no event can the Agreement term be extended beyond the periods provided in this Agreement without amendment to the Agreement executed by both parties.
- 9.2 In the event of termination, upon request by the COUNTY, copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, reports prepared, and any other like documents secured by TOWN with TIFT Funds under this Agreement shall be provided to COUNTY.
- 9.3 In the best interests of the program and in order to better serve the people in the impact fee districts and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty days' notice in writing of its intent to terminate, stating its reasons for doing so. In the event TOWN or COUNTY terminates the Agreement, TOWN shall refund COUNTY, all unexpended and unencumbered TIFT Funds received and interest accrued therefrom.

## **ARTICLE 10. INDEPENDENT CONTRACTOR.**

- 10.1 TOWN is an independent contractor under this Agreement. Services provided by TOWN are subject to supervision by TOWN and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.
- 10.2 Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of TOWN, which shall not conflict with COUNTY, or state rules or regulations relating to the use of TIFT Funds.



**ARTICLE 11. ALL PRIOR DISBURSEMENT AGREEMENTS SUPERSEDED.**

11.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing. This Agreement does not supersede Interlocal Agreement dated April 16, 1991 as amended from time to time.

**ARTICLE 12. NOTICES.**

12.1 Notice under this Agreement shall be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this article.

**COUNTY:** Director  
Planning and Development Department  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

**TOWN:** Town Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32905

**ARTICLE 13. AMENDMENTS.**

13.1 COUNTY may amend this Agreement, if required by legislation, to conform with mandates in state guidelines, directives, and objectives relating to the use of TIFT Funds. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Such amendment will not affect specific activities commenced under this agreement prior to amendment which were in compliance at the time of commencement. TOWN shall be notified pursuant to Article 12 and such notification shall constitute an official amendment. No other modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **ARTICLE 14. CONFLICT OF INTEREST.**

- 14.1 TOWN covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project(s) during this tenure which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of TOWN or its employees shall be disclosed in writing to the Planning and Development Department.

#### **ARTICLE 15. SEVERABILITY.**

- 15.1 If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of the Agreement.

#### **ARTICLE 16. GOVERNING LAW.**

- 16.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

#### **ARTICLE 17. VENUE.**

- 17.1 Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

#### **ARTICLE 18. ATTORNEY'S FEES.**

- 18.1 In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the last day written below.

**ATTEST:**

**BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
Bryan Andrew Lober, Chair

As approved by the Board of County Commissioners  
on August 25, 2020.

**ATTEST:**

**TOWN OF MALABAR, FLORIDA**

\_\_\_\_\_  
Debby Franklin, Town Clerk/Treasurer

\_\_\_\_\_  
Patrick T. Reilly, Mayor

Date: \_\_\_\_\_, 2020

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Bryan Andrew Lober, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC - State of Florida  
My commission expires:

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Patrick T. Reilly, Mayor of the Town of Malabar, Florida, who is personally known to me or produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC - State of Florida  
My commission expires:

**EXHIBIT "A"**

**PROJECT(S) DESCRIPTION**

The project to be funded by this disbursement agreement is:

Hard surface paving improvements on unimproved Hunter Lane for its' entire length north of Atz Road in the Town of Malabar at a cost of \$12,000.00.

From South Mainland TIFT Fund.

**EXHIBIT "B"**

Page 10 of 11

**FINAL ACCOUNTING FOR PROJECT**

Project Name: Hunter Lane Paving Improvements  
 From South Mainland TIFT Fund

<b>Date</b>	<b>Activity</b>	<b>Check #</b>	<b>Impact Fee Deposit</b>	<b>Project Expense</b>	<b>Program Interest</b>	<b>Unexpended funds</b>
00/00/00						
<b>Totals</b>						

\* Based on SBA Interest Rate applicable to each month.