



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
November 19, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

ACKNOWLEDGMENT OF CERTIFIED ELECTION RESULTS

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- Councilmember Doug Bryant
- Councilmember Nate Walker
- Councilmember John Cataldo
- Councilmember Cal Rolfson
- Councilmember Dennis Dawson
- Vice-mayor Marc Crail
- Mayor James Homich

FUTURE MEETING DATES

1. Tuesday, December 3, 2024, 6:00 p.m., Regular Session
2. Tuesday, December 17, 2024, 6:00 p.m., Regular Session
3. Tuesday, January 7, 2025, 6:00 p.m., Regular Session
4. Tuesday, January 21, 2025, 6:00 p.m., Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE:

A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Swearing-In of Newly Elected and Re-elected Officials

Introduction:

This is the time at which newly elected and re-elected officials will take their oaths of office.

Discussion:

The City Clerk administers the oaths of office for the newly elected and re-elected officials:

James Homich, Mayor

John Cataldo, District 1 Councilmember

Marc Crail, District 4 Councilmember

Nate Walker, District 5 Councilmember

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Swearing-in of newly elected and re-elected officials and welcoming them to the City Council.

Attachment(s):

1. Oath of Office - James Homich
2. Oath of Office - John Cataldo
3. Oath of Office - Marc Crail

4. Oath of Office - Nate Walker

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 11/12/2024

OATH OF OFFICE

I, **John Cataldo**, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution of the United States and Constitution of the State of Florida and the charter and ordinances of the City of Mount Dora, against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will faithfully perform all the duties of the office upon which I am about to enter.

Sworn and signed this 19th day of November, 2024.

John Cataldo
Councilmember, District 1

ATTEST:

Jeanann Hand, City Clerk

OATH OF OFFICE

I, **Marc Crail**, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution of the United States and Constitution of the State of Florida and the charter and ordinances of the City of Mount Dora, against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will faithfully perform all the duties of the office upon which I am about to enter.

Sworn and signed this 19th day of November, 2024.

Marc Crail
Councilmember, District 4

ATTEST:

Jeanann Hand, City Clerk

OATH OF OFFICE

I, **Nate Walker**, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution of the United States and Constitution of the State of Florida and the charter and ordinances of the City of Mount Dora, against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will faithfully perform all the duties of the office upon which I am about to enter.

Sworn and signed this 19th day of November, 2024.

Nate Walker
Councilmember, District 5

ATTEST:

Jeanann Hand, City Clerk

OATH OF OFFICE

I, **James Homich**, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution of the United States and Constitution of the State of Florida and the charter and ordinances of the City of Mount Dora, against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will faithfully perform all the duties of the office upon which I am about to enter.

Sworn and signed this 19th day of November, 2024.

James Homich
Mayor

ATTEST:

Jeanann Hand, City Clerk



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Election of Vice-mayor

Introduction:

This is a request for Council to elect a Vice-mayor.

Discussion:

Article II, Section 7 of the City of Mount Dora Charter states that the Council will elect a Vice-mayor at the first regularly scheduled meeting following certification of the election results and the swearing in of councilmembers. The vice-mayor shall act as mayor during the absence or disability of the mayor when such absence or disability renders the mayor incapable of performing the duties of the office.

Budget Impact:

N/A

Strategic Impact:

This item supports every element of the City's Strategic Plan.

Recommendation:

Councilmembers select a Vice-mayor.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 11/13/2024



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Mount Dora Friends of the Environment Six-month Report and Donor Presentation

Introduction:

This is an opportunity to receive information from the Mount Dora Friends of the Environment.

Discussion:

Mount Dora Friends of the Environment will report on recent progress and provide a presentation.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council receive information from the Mount Dora Friends of the Environment.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 11/12/2024



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Small Business Saturday Proclamation

Introduction:

This is an opportunity for Mayor to read a Proclamation recognizing Small Business Saturday.

Discussion:

Saturday, November 30, 2024 is Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities.

Small Business Saturday is an annual shopping event held on the Saturday after Thanksgiving, created to support small businesses and promote local shopping. It falls between Black Friday and Cyber Monday, encouraging consumers to shop at small, independently-owned businesses during one of the busiest shopping weekends of the year.

Small Business Saturday was first launched in 2010 by American Express in response to the economic recession. The goal was to help small businesses attract customers during the holiday shopping season. The initiative quickly gained traction, especially with the support of the U.S. Small Business Administration (SBA) and local business organizations.

Over the years, the event has grown into a national movement, with millions of shoppers participating annually. Small Business Saturday plays a crucial role in helping local economies thrive by encouraging people to shop small, which directly supports community businesses.

The 2022 Small Business Economic Impact Study found that \$0.68 of every dollar spent at a small business in the U.S. stays in the local community which is positive for employment, economic well-being, and neighborhood vitality.

Budget Impact:

N/A

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

Reading of the proclamation into the record and encouraging citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

Attachment(s):

1. 2024 Small Business Saturday Proclamation

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by: Misty Sommer, Director of Economic Development & Public Information
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 9/20/2024

Approved - 10/8/2024
Final Approval -
10/8/2024



PROCLAMATION

WHEREAS, the City of Mount Dora celebrates our local small businesses and the contributions they make to our community, including providing jobs, fostering innovation, and creating a vibrant economy; and

WHEREAS, small businesses play a key role in maintaining the unique character and charm of our neighborhoods, enriching our lives and supporting the well-being of our city; and

WHEREAS, according to the U.S. Small Business Administration, there are 33.2 million small businesses in the United States, representing 99.9% of all U.S. businesses and accounting for a substantial portion of the nation's economic activity; and

WHEREAS, Small Business Saturday was created in 2010 by American Express in response to the challenges faced by small businesses during the recession, and has since grown into an annual tradition that encourages communities to support their local merchants during the holiday season; and

WHEREAS, the City of Mount Dora supports our small businesses by encouraging residents to shop locally, which helps sustain and grow our local economy, creates jobs, and strengthens community ties; and

WHEREAS, the success of Small Business Saturday relies on the participation of consumers who recognize the importance of supporting small, independent businesses in their neighborhoods.

NOW, THEREFORE, I, James Homich, as Mayor of the City of Mount Dora, Florida, do hereby proclaim November 30, 2024 as:

“Small Business Saturday”

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year.

PASSED AND DULY ADOPTED in regular session this 19th day of November, 2024.

James Homich, Mayor



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Interlocal Agreement Between Lake County and the City of Mount Dora for Joint Planning Agreement Consultant Cost Share

Introduction:

This is a request for the City Council to approved the Interlocal Agreement between Lake County and the City of Mount Dora for Joint Planning Agreement Consultant Cost Share.

Discussion:

The purpose of this Agreement is to memorialize the intent of the City and the County to share consulting serviced for Mount Dora and Lake County Joint Planning Agreement facilitation. In March 2024, the City entered into a Task Authorization in the amount of \$25,000 for professional services to facilitate and draft the updated JPA. These efforts have been ongoing and version of the latest JPA is in being completed hopefully this Fall/Winter 2024. The attached agreement shares the consultant cost equally.

Budget Impact:

The action reduces the City budget for consultant services by reimbursement from Lake County \$12,500.00 to the City.

Strategic Impact:

GOAL 1: Economic Development
GOAL 2: Infrastructure / Public Safety

Recommendation:

City Council to approve Interlocal Agreement between Lake County and the City of Mount Dora.

Attachment(s):

1. Interlocal Agreement - Lake County and Mount_CAO_final_10.21.2024

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Rita Meade, Finance Director
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 10/23/2024
Approved - 10/23/2024
Approved - 11/13/2024
Approved - 11/13/2024
Final Approval - 11/13/2024

INTERLOCAL AGREEMENT FOR CONSULTANT COST SHARE
(Development of Joint Planning Area Agreement)

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, on September 28, 2004, the parties entered into a Joint Planning Agreement (JPA) for purposes of ensuring that the lands in the joint planning area are developed in a way that will ensure efficient provision of public infrastructure and services; and

WHEREAS, on March 3, 2015, the parties entered into a First Amendment to the JPA to adjust the boundary for the joint planning area in the vicinity of Bay Road and Old Highway 441; and

WHEREAS, on June 27, 2023, the parties entered into a Second Amendment to the JPA to remove provisions that may be deemed contrary to current law; and

WHEREAS, the CITY has executed a Task Authorization Form with GAI Consultant, Inc., a Florida Corporation (the “CONSULTANT”), in accordance with the City of Mount Dora’s Resolution No. 2018-130 dated October 4, 2018, to assist the City and County in reaching a mutually beneficial resolution of outstanding issues in updating the current JPA. Work will largely be conducted via subcontract with Levey Consulting, LLC., a Florida Limited Liability Corporation; and

WHEREAS, the parties desire to enter into this Agreement and shall use their best efforts to adopt a new, mutually beneficial JPA; and

WHEREAS, the parties have determined that this collaborative facilitation is in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and

correct and are hereby made a specific part of this Agreement upon execution hereof.

2. **Purpose.** The purpose of this Agreement is to memorialize the intent of the CITY and the COUNTY to reach a mutually beneficial resolution of outstanding issues in updating the current Joint Planning Agreement (JPA) (hereinafter the “PROJECT”).

3. **City Obligations.**

A. The parties acknowledge that the CITY has solicited and retained the services of the CONSULTANT to assist with the PROJECT. The Task Authorization Form and Work Order for Professional Services, as identified in **Exhibit 1**, which includes the Scope of Services, are attached hereto and incorporated herein by reference.

B. The CITY, or the CONSULTANT at the CITY’S request, will provide monthly work task schedules to the COUNTY outlining the CONSULTANT’S proposed work tasks on the PROJECT on a monthly basis. Nothing by way of execution of this Agreement is intended to make CONSULTANT, its employees or agents to be contractors, agents, or employees of the COUNTY or obligate the COUNTY to make payments directly to the CONSULTANT.

C. The CITY shall ensure that the CONSULTANT will comply with Section 119.0701, Florida Statutes.

4. **County Obligations.**

A. The parties agree and acknowledge that the total budget to complete Phase 1 of the PROJECT as set forth in **Exhibit 1** is estimated to be approximately \$25,000. The parties shall share equally in the total cost so that each party’s share shall not exceed \$12,500. This funding shall be used to complete the tasks as outlined in **Exhibit 1**.

B. The CITY shall submit an invoice to the COUNTY outlining the tasks completed by the CONSULTANT. The invoice shall show the total cost of the completed tasks, and then show the COUNTY’S portion of the invoice in the amount of fifty percent (50%) of the billed costs. The COUNTY agrees to pay such invoices until the COUNTY’S share of the total budget has been reached as set forth in subsection A above; but in no event will the COUNTY be required to pay more than \$12,500 during the term of this Agreement. Payments will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

C. Funding by the COUNTY to the CITY for the services provided by the CONSULTANT on the PROJECT will continue until such time as the CITY’S contract with the

CONSULTANT expires or terminates or this Agreement is terminated, whichever is earlier. In the event funds obligated under this Agreement become reduced or unavailable, the COUNTY will notify the CITY of such occurrence, and the COUNTY may terminate this Agreement without penalty or expense to the COUNTY. The COUNTY will be the final authority as to the unavailability of funds.

5. **Future Projects.** Nothing in this Agreement will prohibit the parties from negotiating a different allocation of responsibilities for, or contributions, to the development of the PROJECT. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

6. **Term.** The term of this Agreement will be for a period of one (1) year beginning on the effective date.

7. **Termination.**

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Within twenty (20) days after the effective date of termination, the terminating party shall remit to the non-terminating party a payment equal to fifty percent (50%) of all PROJECT costs incurred as of the date of termination as well as fifty percent (50%) of all PROJECT work mutually authorized to proceed but which has not yet been completed, up to the cost share limits identified in Paragraph 4.A. above. Nothing in this Agreement will preclude the non-terminating party from seeking additional support for the PROJECT from other sources.

B. In the event the CITY assigns or terminates the contract with the CONSULTANT, the CITY shall provide written notice to the COUNTY and the COUNTY may terminate this Agreement if the County Manager determines that the vendor or sub-consultant is not acceptable or in the best interest of the COUNTY.

8. **Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity with this Agreement.

9. **Notices.**

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA,
FLORIDA FOR CONSULTING SERVICES FOR MOUNT DORA AND LAKE COUNTY JOINT PLANNING
AGREEMENT FACILITATION

have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Mount Dora
City Manager
510 North Baker Street
Mount Dora, Florida 32757

B. All notices required, or which may be given under this Agreement, will be considered properly given if: (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. The parties may designate other parties or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

10. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

12. Effective Date. This Agreement will become effective on the date the last party executes this Agreement (“effective date”).

13. Assignment. No party to this Agreement may assign the rights and obligations under this Agreement without the prior consent of the other party.

14. Counterparts. This Agreement may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Agreement may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA,
FLORIDA FOR CONSULTING SERVICES FOR MOUNT DORA AND LAKE COUNTY JOINT PLANNING
AGREEMENT FACILITATION

CITY

ATTEST:

CITY OF MOUNT DORA, FLORIDA

City Clerk

James Homich, Mayor

This _____ of _____, 2024.

Approved as to form and legality:

City Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA,
FLORIDA FOR CONSULTING SERVICES FOR MOUNT DORA AND LAKE COUNTY JOINT PLANNING
AGREEMENT FACILITATION

ATTEST:

Gary J. Cooney, Clerk
County Commissioners of
Lake County, Florida

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

_____, Chairman

This _____ of _____, 2024.

Approved as to form and legality:

Melanie Marsh, County Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA,
FLORIDA FOR CONSULTING SERVICES FOR MOUNT DORA AND LAKE COUNTY JOINT PLANNING
AGREEMENT FACILITATION

EXHIBIT 1

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between GAI Consultant, Inc. and the City of Mount Dora, (RFQ 18-PW-009) and the City of Mount Dora, approved under Resolution No. 2018-130, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Project Amount: \$25000
	Budget Account Number: 001-1610-515.34-01 (Other Contractual Services)
	City Project Manager: Vince Sandersfeld
	Contractor: GAI Consultants FL LLC
	Contractor Project Manager: A. Blake Drury, VP

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERED TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Schedule Exhibit D – Compensation	
Recommended By: Print: <u>Vince Sandersfeld</u> Date: <u>3/1/2024</u> Signature: _____	
Reviewed By: Print: <u>Vince Sandersfeld</u> Date: <u>3/1/2024</u> Signature: <u>Vince Sandersfeld</u>	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Blake Drury Signature: <u>Anthony B. Drury</u> Date: 3/1/2024	Print Name: Vince Sandersfeld, Acting City Manager Signature: <u>Vince Sandersfeld</u> Date: 3/1/2024
	Digitally signed by Vince Sandersfeld Date: 2024.03.01 09:26:00 -05'00'

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA, FLORIDA FOR CONSULTING SERVICES FOR MOUNT DORA AND LAKE COUNTY JOINT PLANNING AGREEMENT FACILITATION

GAI CONSULTANTS, Inc. **Work Order for Professional Services**

Project Number: A180866.05 Work Order Number: 1

Project Name: Mount Dora and Lake County Joint Planning Agreement Facilitation

Project Location: Mount Dora, FL

The terms and conditions of the Professional Services Agreement for Professional Services, (hereinafter referred to as "AGREEMENT") between City of Mount Dora, (hereinafter referred to as "CLIENT") and GAI Consultants, Inc (hereinafter referred to as "GAI") will govern the performance of the services described in this Work Order (hereinafter referred to as "WORK ORDER").

Project Description: GAI will assist the City and County in reaching a mutually beneficial resolution of outstanding issues in updating the current Joint Planning Agreement (JPA). Work will largely be conducted via subcontract with Levey Consulting, LLC.

GAI Scope of Services: GAI will perform the following services under this Work Order.

Phase 1 Tasks

1. Review previous/expired JPA and proposed JPA.
2. Initial meeting with City and County staff to outline list of issues to be addressed, the form and structure of the revised JPA, and establish a schedule for the project.
3. Prepare background materials and agendas for staff level meetings.
4. Meet individually with each of the following to ascertain their individual views of the issues, concerns and prospective solutions for resolution of outstanding issues.
 - a. City Commissioners (individually),
 - b. County Commissioners (individually),
 - c. City Manager, City Planning Director, and designated staff,
 - d. County Manager, County Executive Director of Economic Growth, and designated staff, and
 - e. City Planning and Zoning Commission
5. Prepare drafts of proposed updated JPA.
6. Facilitate one joint workshop of the City and County Commissions in the furtherance of the goal OR conduct two separate workshops – one for each Commission to review the proposed updated JPA.
7. Present proposed JPA to the:
 - a. City Planning and Zoning Commission
 - b. City Commissioner Board
 - c. County Planning and Zoning Board
 - d. Board of County Commissioners

NOTE: Because the County has an agreement with the East Central Florida Regional Planning Council (ECFRPC) regarding Joint Planning Area Framework, GAI will collaborate with ECFRPC during Phase 1.

Phase 2 Tasks

1. Work toward alignment between the City of Mount Dora and Lake County regarding the Wolf Branch Innovation District

* Phase 2 will not begin until after Phase 1 is completed

** Phase 2 Tasks will be outlined prior to the completion of Phase 1

Assistance

The City and County shall provide meeting space for the respective individual meetings.

The City or County shall provide a location for the joint workshop if that option is selected. A location which is not the City or County Commission chambers would be desirable.

Schedule: Pursuant to the provisions of the AGREEMENT between GAI and CLIENT, GAI shall commence work upon receipt of a copy of this WORK ORDER executed by CLIENT. GAI shall endeavor to complete its services under this WORK ORDER within the schedule mutually agreed to with City and County after execution by GAI and CLIENT, subject to excused delays occasioned by factors beyond GAI's reasonable control.

Compensation: Total estimated cost of GAI's services under this WORK ORDER is \$25,000, to be billed on an hourly basis including direct expenses. Mileage is included in the fee. Any reproduction or printing, if necessary, will be provided by the

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA,
FLORIDA FOR CONSULTING SERVICES FOR MOUNT DORA AND LAKE COUNTY JOINT PLANNING
AGREEMENT FACILITATION

GAI CONSULTANTS, Inc.
Work Order for Professional Services

County and/or the City. Mapping can be provided by Consultant with an additional expense budget but is recommended to be provided by either the City and/or the County.

Assumptions and Understandings: GAI's Scope, Schedule and Compensation as set forth above have been based on the following assumptions and understandings:

- 1) Access to the project site(s) upon which GAI is to conduct its field work will be available to GAI personnel at the time this WORK ORDER is authorized. All exploration locations shall be cleared of buried utilities/piping/structures by Client.
- 2) CLIENT has provided all its requirements for GAI's services under this WORK ORDER at the time this WORK ORDER is authorized.
- 3) CLIENT has provided all available information pertinent to GAI's services, including previous reports/drawings/utility information/topo information, etc. at the time this WORK ORDER is authorized. Unless otherwise noted, GAI may rely upon such information.
- 4) CLIENT will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
- 5) CLIENT will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
- 6) Any of CLIENT's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
- 7) GAI's compensation is based on receiving authorization to proceed with the services described in this WORK ORDER within 45 days. If authorization to proceed is not received within 45 days, GAI reserves the right to revise its compensation.

REQUESTED AND AUTHORIZED BY
CITY OF MOUNT DORA

By Vince Sandersfeld
Printed Name Vince Sandersfeld
Title Acting City Manager

OFFERED AND AGREED BY
GAI CONSULTANTS, INC.

By Anthony D. Drury
Printed Name Blake Drury
Title Assistant Vice President

END OF WORK ORDER



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Halff Associates, Inc. to Conduct the Wastewater Treatment Plant No. 2 Expansion Alternatives Evaluation

Introduction:

This is a request for Council to approve a task authorization with Halff Associates, Inc. to conduct the wastewater treatment plant No. 2 expansion alternatives evaluation.

Discussion:

The Wastewater Treatment Plant No. 2 (WWTP2) is located at 2055 James Snell Drive located south of SR-46 on the west side of US-441. Growth in the WWTP2 service area has necessitated the WWTP2 expansion to support the sanitary requirements of current commitments and plans for future projects.

A Request for Qualifications was issued on May 10, 2024 which resulted in the recommendation for Halff Associates, Inc. to provide professional consultant services for the WWTP2 expansion. This recommendation was presented to Council on July 16, 2024 and was subsequently approved.

The expansion alternatives evaluation will include a capacity analysis, three expansion alternatives, electrical and control system requirements, preliminary geotechnical evaluation, and the funding strategy.

Budget Impact:

The wastewater treatment plant No. 2 expansion alternatives evaluation is budgeted under the account code 425-5555-580.63-01-WI2504.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure

Recommendation:

Council to approve a task authorization with Halff Associates, Inc. to conduct the wastewater treatment plant No. 2 expansion alternatives evaluation.

Attachment(s):

1. Halff.Signed Task Authorization Form WWTP No. 2 11.12.24

Prepared by: Bill Mitchell, City Engineer

Reviewed by: Andrew Marsian, Director of Utilities and Plant Operations

Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/13/2024

Approved - 11/13/2024

Final Approval -
11/13/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Halff Associates, Inc. (Contractor) and the City of Mount Dora, approved under RFQ# 24-UT-012 , dated July 16, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$331,960.00

Budget Account Number:
425-5555-580.63-01-W12504

City Project Manager:
Andrew Marsian

Contractor:
Halff Associates, Inc.

Contractor Project Manager:
Robert A. Ern, Jr., P.E., DBIA

**NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK
AUTHORIZATION AND A CITY PURCHASE
ORDER ARE DELIVERED TO THE CONTRACTOR.**

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

**Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation**

Recommended By:

Print: William J. Mitchell, Jr., P.E.

Signature: *William J. Mitchell, Jr.*

Date: *11/12/2024*

Reviewed By:

Print: Andrew Marsian

Signature: *Andrew Marsian*

Date: *11/12/2024*

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:

Robert A. Ern, Jr., P.E., DBIA

Signature:

Robert A. Ern, Jr.

Date:

11-12-24

Print Name:

Signature:

Date:

Exhibit A -- Scope of Work

See Following Pages



VIA EMAIL

September 30, 2024

City of Mount Dora
William Mitchell, P.E.
City Engineer
900 North Donnelly Street
Mount Dora, Florida 32757

Re: **City of Mount Dora Wastewater Treatment Plant No. 2 Expansion
Alternatives Evaluation**

SCOPE OF SERVICES:

Halff is pleased to submit for your approval the following professional services proposal for developing an alternative evaluation for the expansion of Wastewater Treatment Plant (WWTP) No. 2. The WWTP is currently permitted at an annual average daily flow (AADF) of 1.25 million gallons per day (MGD), with a total nitrogen effluent limit of 10 mg/L and no effluent total phosphorus limit. On-going improvements to the WWTP's effluent disposal system will allow for the WWTP to be rerated to 1.5 MGD AADF. Continuing growth within the City's wastewater service area is projected to increase wastewater flows beyond the currently permitted WWTP capacity. Additionally, both the WWTP and the sprayfield and rapid infiltration basins (RIBs) used for effluent disposal are located within the limits of Wekiva River, Rock Springs Run, and Little Wekiva Canal Basin Management Action Plan (BMAP) area. In order to comply with increasingly stringent effluent water quality limits, the expansion of the WWTP will also incorporate advanced wastewater treatment processes to enhance nutrient removal with design effluent limits of 5 mg/L biochemical oxygen demand (BOD), 5 mg/L total suspended solids (TSS), 3 mg/L total nitrogen, and 1 mg/L total phosphorus.

An expansion alternatives evaluation will be conducted with the goal of maximizing the permitted capacity of the WWTP within the constraints of the approximately 10.5 acre portion of the site that is not currently being used for the generation of solar power, and will also investigate the option of moving certain components of the facility offsite to the existing sprayfield/RIB site. The following tasks are proposed as part of the project:



SCOPE OF WORK:

PHASE 100 Capacity Analysis

Halff will conduct a project kick-off meeting with City staff to discuss data needs, project goals, and the project schedule. Halff will review historical WWTP operating data, record drawings of the existing WWTP, drawings of proposed future construction, permit requirements, condition assessments, capacity commitments, and growth rates provided by the City's Planning Department and contained within the City's most recent utility rate study. Halff will utilize this data to prepare wastewater flow projections for the next 20 years. The flow projections will be used to develop a phasing plan including milestones for additional capacity to be brought online at WWTP No. 2 to support the projected growth. The need for interim improvements to the WWTP, including the potential construction of a temporary package plant will be included in the capacity analysis.

Halff will submit a draft Capacity Analysis Technical Memorandum to the City for review and arrange a review meeting with the City. Comments received during the review meeting will be incorporated into the draft Expansion Evaluation Alternatives report.

FEE: \$ 35,240.00

PHASE 200 Expansion Alternatives Evaluation

Halff will evaluate alternatives for the expansion of the City's WWTP No. 2 to provide sufficient permitted capacity at the required milestones developed as part of the Capacity Analysis. Oxidation ditches are currently used for biological treatment at the WWTP, and all of the proposed alternatives for evaluation will include oxidation ditches to be consistent with existing operations. The three expansion alternatives for the biological process that will be evaluated include:

- Mirroring of the existing process train as originally design, including any improvements that have been implemented to provide an additional 1.5 MGD of capacity.
- Construction of a new biological process train including an equalization basin, two oxidation ditches, and two secondary clarifiers. The process train would be similar to the existing, but larger in capacity.
- Construction of a new biological process train including an equalization basin, single oxidation ditch, and two secondary clarifiers. The process train would be similar to the existing, but larger in capacity and utilizing a single oxidation ditch allows for additional flexibility with the site layout.

Additional components of the evaluation will include:



- **Headworks:** The existing headworks does not provide grit removal, and odor control is required. The structure will also be required to provide flow splitting to the existing and proposed process trains. Improvements to the existing headworks to address these challenges will be evaluated, as well as construction of a new headworks to either replace the existing structure, or to serve the new process trains.
- **Biological Nutrient Removal:** The existing biological process train consists of anoxic basins upstream of the oxidation ditches providing some nitrogen removal, but no phosphorus removal. The conversion of the existing process train to a 5-Stage Bardenpho Process through the addition of anaerobic, second anoxic, and reaeration basins will be evaluated.
- **Filtration:** Upflow sand filters and cloth disk filters are both currently in-service at the WWTP. During peak flow periods the existing filters are overwhelmed. Improvements to the filtration system including the addition of filtration units to treat current peaks as well as future flows, and the replacement of the filtration system in its entirety will be evaluated.
- **Biosolids Processing:** The WWTP currently utilizes aerobic digestion for the treatment of biosolids, followed by dewatering in sludge boxes. The construction of additional aerobic digestion capacity will be evaluated versus the installation of sludge thickening upstream of the current aerobic digester. Additionally, dewatering alternatives will be evaluated to replace the sludge boxes including belt filter presses and screw presses.
- **Reclaimed water and plant water pumping:** All of the alternatives will include the construction of an additional chlorine contact chamber. The existing reclaimed water transfer pumps and plant water pumps and wetwell will be evaluated to provide additional capacity. The reclaimed water high service pump station will also be evaluated to ensure that sufficient capacity is provided to meet future peak demand.
- **Reclaimed water and reject storage:** Reclaimed water and reject are both currently stored in a single two compartment ground storage on-site. With the increasing capacity of the WWTP additional wet weather storage of reclaimed water and reject storage will be required to meet FDEP regulations. Construction of additional ground storage tank capacity, both at the WWTP site and on the City's sprayfield and RIBs site will be evaluated.
- **Stormwater:** An evaluation of the stormwater system will be performed. The required stormwater volume for the proposed improvements will be estimated, modifications to the existing reclaimed water/reject ground storage tank to collect rainwater reducing runoff will be evaluated, and relocation of the stormwater ponds will be evaluated.

The results of the evaluation will be documented in an Expansion Alternatives Evaluation report. The report will include the capacity analysis, a summary of the alternatives evaluated, conceptual site layouts, lifecycle cost evaluations, recommended alternatives, conceptual opinions of probable construction cost, phasing plan, and an



implementation schedule for the improvements including design, permitting, and construction milestones.

Halff will submit a draft Expansion Alternatives Evaluation report to the City for review, and arrange a review meeting with the City. Comments received during the review meeting will be incorporated into the final Expansion Evaluation Alternatives report.

FEE: \$ 139,080.00

PHASE 300 Electrical and SCADA System Evaluation

Halff will subcontract will Bailey Engineering Consultants, Inc. to prepare an evaluation of the electrical and SCADA systems at WWTP No. 2. The electrical system evaluation will include a conceptual evaluation of the sizing of the main electrical feed into the WWTP and the existing generator capacity and their ability to support the recommended alternatives, as well as the conceptual sizing of additional electrical rooms to hold the electrical gear required as part of the expansion. The SCADA evaluation will include an evaluation of the existing SCADA system and PLCs, and alternatives for network reliability upgrades. Conceptual single line diagrams and an overall network diagram will be prepared for the recommended alternative. Conceptual opinions of probable cost will be provided for all of the proposed alternatives, and the electrical and SCADA system evaluations will be incorporated into the draft and final Expansion Alternatives Evaluation reports.

FEE: \$ 77,000.00

PHASE 400 Preliminary Geotechnical Evaluation

Halff will subcontract will Andreyev Engineering, Inc. to conduct a preliminary geotechnical investigation on the WWTP No. 2 for the purpose of providing geotechnical recommendations for stormwater retention system design. The geotechnical investigation will consist of:

- Drilling seven machine auger borings to a depth of 25 feet below the ground surface.
- Collecting four undisturbed permeability tube samples and conducting laboratory permeability testing on the collected samples.
- Preparation of a geotechnical report including the results of the soil investigations in profile form, evaluation of the encountered soil and groundwater conditions, and geotechnical recommendations to assist with the stormwater retention system design.

FEE: \$ 7,600.00



PHASE 500 Funding Strategy

Halff will identify initial local, state, and federal grant funding opportunities that align with the expansion of the WWTP and provide information about funding cycles and requirements to assist the City with pre-positioning expansion related construction projects for grant funding. The funding strategy will outline phasing and prioritization of existing opportunities for grant and loan funding and include a suggested multi-year program to target funds. Recommendations for the phasing of construction will be based on the capacity needs of the WWTP, as well as competitiveness for grants, required matching funding, and other related factors. A funding strategy report will be developed that includes:

- Potential Grant Name & Acronym
- Brief Summary of the Grant Program
- Links to Additional Details
- Maximum Grant or Loan Amounts
- Targeted Projects
- Application Deadlines
- Local Match Details
- Deadlines to Expend of Encumber Funds
- Procurement Requirements
- Project Competitiveness Strategies

A draft funding strategy report will be provided to the City for review, and comments received on the draft will be incorporated into the final funding strategy report.

FEE: \$ 42,880.00

PHASE 600 Project Management

Halff will prepare monthly progress reports, including data needs, pending decisions, activities completed in the prior month, activities planned for the upcoming month, and an updated project schedule. Halff will meet with the City monthly to review the progress reports and overall status of the project. Internal quality assurance and quality control activities for the alternatives analysis, invoicing, and project management are also included in this Task.

FEE: \$ 25,160.00

PHASE 9999 Reimbursables

Costs for reimbursables, including printing, copying, blueprints, binding, FedEx, etc., shall be billed per Exhibit A Section II Compensation.

FEE: \$ 5,000.00

Exhibit B – Sub-Contractors

Bailey Engineering Consultants, Inc. – Electrical & SCADA

Andreyev Engineering, Inc. – Preliminary Geotechnical Investigation

Exhibit C – Schedule

See Following Page

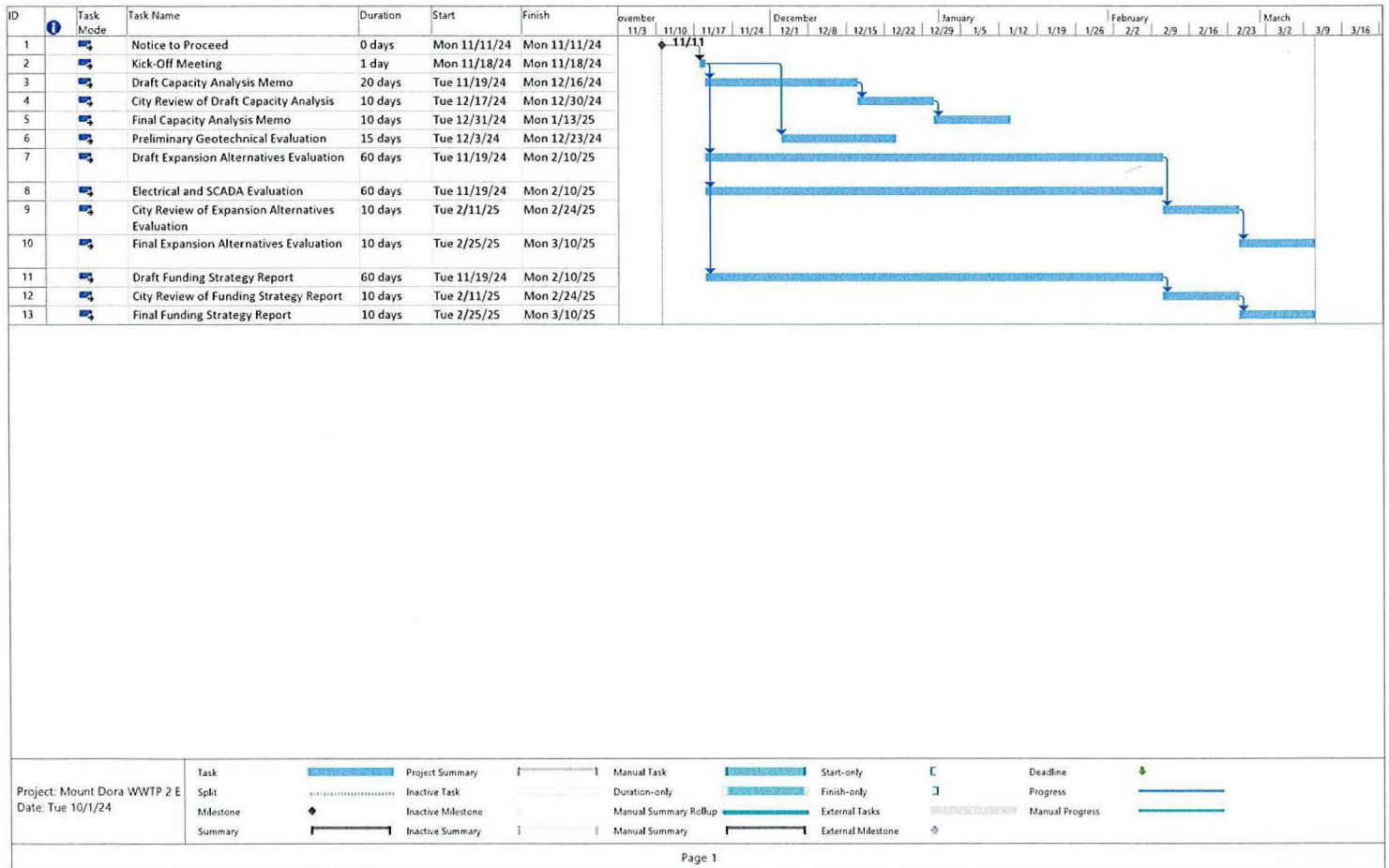


Exhibit D - Compensation

See Following Page



FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$ 35,240.00
PHASE 200	\$ 139,080.00
PHASE 300	\$ 77,000.00
PHASE 400	\$ 7,600.00
PHASE 500	\$ 42,880.00
PHASE 600	\$ 25,160.00
PHASE 9999	\$ 5,000.00
TOTAL	\$ 331,960.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Preliminary or Final Engineering Design
2. Land Surveying
3. Hydraulic Modeling
4. GIS Database Development
5. Reimbursables to be billed based upon direct expense incurred by Halff, Inc., for blueprints, copies, mylars, reproductions, postage, etc.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Purchase Order No. 25-01299 in the Amount of \$158,000 with Allied Universal Corporation for the Purchase of Sodium Hypochlorite Solutions for the Water Treatment Plants

Introduction:

This is a request for City Council to approve purchase order # 25-01299 for the purchase of sodium hypochlorite solutions for the water treatment plants in the amount of \$158,000 for this fiscal year.

Discussion:

On July 3, 2024, City Council approved the Piggyback Agreement with Allied Universal Corp for the supply of our sodium hypochlorite solutions for use at the Water Treatment and Wastewater Treatment plants. Per the City's purchasing policy, approval is needed for this purchase order to cover the purchase costs for the Water Treatment Plants for this fiscal year.

Budget Impact:

The Water Treatment plants have budgeted \$158,000.00 in general ledger number 421-1920-536-5201 for the 24/25 FY.

Strategic Impact:

Objective 2.4: Sustain City Infrastructure

Recommendation:

City Council approve purchase order 25-01299 with Allied Universal Corp for the amount of \$158,000.00

Attachment(s):

1. PO # 25-01299 - Allied Universal (\$158,000)

Prepared by:	vedderl vedderl, Administrative Assistant	
Reviewed by:	Andrew Marsian, Director of Utilities and Plant Operations	Approved - 11/4/2024
	Matthew Dodson, Budget Officer	Approved - 11/4/2024
	Rita Meade, Finance Director	Approved - 11/4/2024
	City Attorney, City Attorney	Approved - 11/13/2024
	Jeanann Hand, City Clerk	Approved - 11/13/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/13/2024



**CITY OF
MOUNT
DORA**

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7120 Fax: (352) 385-2406
Email: accountspayable@mountdora.gov

PURCHASE ORDER

NO.: 25-01299

DATE: 10/24/24

VENDOR NO.: 009471

Issued To:

ALLIED UNIVERSAL CORP
3901 NW 115TH AVENUE
MIAMI FL 33178

Ship To:

WTP #2
LEY VEDDER
1501 ROBIE AVENUE
Mount Dora, FL 32757

PO Description: WTP 1 & WTP 2 - HYPOCHLORITE SOLUTIONS FY 24-25

Quantity	Unit	Description	Unit Cost	Amount
1	EA	WTP-HYPOCHLORITE SOLUTIONS	\$158,000.00	\$158,000.00

421-1920-536.52-01

TOTAL:

\$158,000.00

Notes: PRICING PER PIGGYBACK AGREEMENT.

Please send all invoices directly to
accountspayable@mountdora.gov

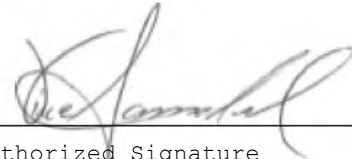
The Purchase Order Number MUST appear on all
Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise
Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or
cancel this Purchase Order or any part thereof
without recourse from the vendor shown. This Purchase
Order is void 180 days after the listed delivery date
above unless extended by written permission of the
City.


Authorized Signature

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
- 4. MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.
- 5. TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or alteration related to the Supplier's insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.
- 9. TAXES.** The City of Mount Dora is not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.
- 11. DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.
- 15. ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and, as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontracts shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.
- 20. AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Main/Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.
- 22. E-VERIFY. EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.095. Information on the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of Florida Division of Emergency Management (FDEM)
Assumption Agreement Related to Hurricane Milton

Introduction:

This is a request for Council to ratify the agreement between the City of Mount Dora and the Florida Division of Emergency Management (FDEM).

Discussion:

Due to time constraints imposed by the state, the City Manager has signed this agreement, and the City is requesting Council ratify it at this time.

In this agreement, FDEM agrees to assume all contractual terms related to any cost incurred during Hurricane Milton by the City of Mount Dora Municipal Electric Utility in receiving mutual aid from the City of Covington, Georgia; the City of Frankfurt, Kentucky; the City of Starke, Florida; and the City of Alachua, Florida for the purpose of restoring the electric system.

Under this Agreement, when the City supplies proper documentation, FDEM shall reimburse the City's cost for mutual aid work in an expeditious manner and FDEM will be responsible for submission of reimbursement to the Federal Emergency Management Agency (FEMA). FDEM will reimburse the City for the work and any internal costs incurred as it relates to mutual aid expenses.

Budget Impact:

No Budget Impact. Mount Dora is to be reimbursed for costs from Hurricane Milton as it relates to mutual aid assistance in the restoration of the electric system.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety
Objective 2.4. Sustain City Infrastructure

Recommendation:

Council ratify The Assumption Agreement between the City of Mount Dora and Florida Department of Emergency Management

Attachment(s):

1. 2024-11-1 FDEM Assumption Agreement (pab) Fully Executed

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Steve Langley, Assistant City Manager-Electric Utility Director

Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/7/2024

Approved - 11/7/2024

Final Approval - 11/7/2024

ASSUMPTION AGREEMENT

This Assumption Agreement ("**Agreement**") is entered into by and between the State of Florida Division of Emergency Management ("**FDEM**") and City of Mount Dora, a Florida municipal corporation (the "Municipal Electric Utility" or "**MEU**"). Together, FDEM and MEU are the "**Parties**" and, individually, each is a "**Party**" to this Agreement.

RECITALS

WHEREAS, Hurricane Milton was a major hurricane that significantly impacted Florida's western coast and across the peninsula on October 9, 2024 and afterwards;

WHEREAS, Governor Ron DeSantis issued Executive Order 24-214, declaring a state of emergency on October 5, 2024, as amended by Executive Order 24-215 on October 6, 2024 (the "**Executive Order**");

WHEREAS, President Joseph Biden authorized a major federal disaster for the State of Florida (FEMA-4834-DR) on October 11, 2024, with an incident period commencing on October 5, 2024, for 34 counties in Florida, and authorized the Federal Emergency Management Agency ("**FEMA**") to reimburse for emergency protective measures under the Robert T. Stafford Disaster Relief and Emergency Assistance ("**Act**");

WHEREAS, FDEM is a unit of the Florida Executive Office of the Governor, plans for and responds to both natural and man-made emergencies or disasters, is the State's liaison with Federal and local agencies on all emergencies, and maintains the statewide comprehensive emergency plan to ensure that Florida is prepared to respond to, recover from, and mitigate against the impacts of emergencies and minor, major and catastrophic disasters; and

WHEREAS, MEU is a Florida municipal utility operating pursuant to its home rules powers as authorized in the Florida Constitution and otherwise under Florida law and is under the jurisdiction of the Florida Public Service Commission, which provides electric service to nearly 6,144 customers in its municipal service territory;

WHEREAS, FDEM agrees that it will assume all contractual terms related to any financial obligations of MEU expended pursuant to mutual aid agreements into which they have entered between MEU and the City of Covington GA, City of Frankfurt KY, City of Starke, FL and City of Alachua, FL for costs incurred as a result of Hurricane Milton, for the sole purpose of restoration of electricity to customers in the following counties: Lake County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, acknowledged as good and valuable consideration, the Parties agree as follows:

1. **Incorporation**. The Parties agree that the Recitals and exhibits set forth above are incorporated into and made a part of this Agreement.

2. **Term.** This Agreement commenced on November 1, 2024 ("**Effective Date**"), and will continue in full force and effect until FDEM makes final payment in accordance with section 5(d).

3. **Work.** MEU and its Mutual Aid Provider(s) and contractors (collectively, "**Contractors**") performed eligible emergency work under the Public Assistance program in the Counties such as, without limitation, debris removal and the taking of Emergency Protective Measures (within the meaning of the Act) in response to Hurricane Milton for the sole purpose of restoration of electricity to the MEU's customers through the leasing, procurement and/or deployment of personnel, equipment and other resources and the repair or replacement of materials and damaged facilities including electric power generation, transmission and distribution facilities (the "**Work**"). Any Right-of-Way Clearance activities are limited to clearance of Hurricane Milton related debris for the purpose of enabling access to facilities under the authority of the MEU. The removal of trees is limited to hazardous trees that pose an immediate threat to a facility, or facilities, under the authority of the MEU as determined by a Registered Professional Forester, an individual with a Tree Risk Assessment Qualification ("**TRAQ**"), or a Certified Arborist. Any Category A Debris Removal activities performed must be properly monitored. Debris staging and disposal locations, and corresponding permits, shall be provided to FDEM. Debris removal activities occurring after full electrical restoration will not be reimbursed.

4. **Assumption.** During the Term of this Agreement, FDEM shall assume the MEU's financial obligations for the Work, in accordance with (a) FDEM's longstanding history of managing and coordinating disaster events and incurring related costs under FEMA Public Assistance and (b) Florida law including but not limited to the State Emergency Management Act, chapter 252, Florida Statutes.

5. **FDEM Reimbursement.** FDEM will reimburse MEU for the Work (and any internal costs incurred by MEU in performing the Work or having the Work performed) in the following manner:

a. For Work performed by MEU, whereas FDEM will be required to provide documentation to support eligibility of these costs to FEMA, MEU shall provide to FDEM: (i) the request for Work (i.e., requisition, clearly defined statement of work, procurement, agreed upon rate sheet, etc.) and amendments thereto ("**Request for Work**"); (ii) invoices for Work ("**Invoices**"); (iii) any mutual aid agreement, other agreement, contract, or purchase order and pay policy for the Work ("**Agreement**"); (iv) evidence of completion of the Work (e.g., crew logs, base camp check-ins, meal records, time sheets, receipts, use logs, work descriptions, and/or related records) ("**Evidence of Completion**"), and (v) if paid for by MEU, proof of payment of the Invoices by MEU ("**Proof of Payment**") (individually and collectively, the "**Information**").

b. For Work performed by Contractors at the request of MEU and paid for by MEU, MEU shall provide to FDEM the Information.

c. Reimbursement is subject to these limitations: (i) Pursuant to this arrangement, the Municipal Electric Utility is eligible to receive reimbursement only for validated

costs, as supported by sufficient documents, for eligible work performed. (ii) Invoices for goods and services must not exceed the prices and costs agreed to in any Agreement; (iii) hourly rates for MEU labor must not exceed MEU's ordinary rates and (iv) hourly rates for Contractor's labor must not exceed the prices and costs agreed to in any Agreement.

d. FDEM shall reimburse MEU by check or wired funds forty-five (45) calendar days after receipt of a complete and accurate claim invoice (the "**Claim**").

6. **Invoices**. MEU will ensure that Invoices are reasonably detailed indicating any Agreement number and/or date; a breakdown of costs incurred for personnel, equipment, materials and other services; and the following:

- a. for goods and services, the type provided and the date of service;
- b. for labor, the name, job title and function, type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, etc.), days and hours worked, pay rates and fringe benefit rate, and description of work performed; and/or
- c. for equipment, the type of equipment and attachments used including year, make and model, size/capacity (e.g., horsepower, wattage), locations and days and hours used, operator name, and, if pertinent, schedule of rates (including rate components).

7. **FEMA Reimbursement**. FDEM will make application to and seek reimbursement under the Act or other FEMA Public Assistance and FEMA-4834-DR on behalf of the State of Florida for Work without recourse or indemnity against MEU for FEMA determined ineligible Work, denied or reduced reimbursement of Claims for any reason including, without limitation, any non-Federal local cost share for any funds reimbursed under this Agreement. Any appeal or arbitration of a FEMA determination shall be by FDEM at FDEM's exclusive discretion. MEU shall not seek reimbursement of Claims by FEMA that are reimbursed by FDEM pursuant hereto. MEU will reasonably cooperate with FDEM in the seeking of reimbursement from FEMA for Claims, provided however, that regardless of whether FDEM is able to obtain reimbursement from FEMA for the Claims, FDEM shall reimburse MEU in accordance with Section 5.

8. **Notice**. Any notice required by this Agreement shall be sent via email and/or express mail:

To City of Mount Dora:

Steve Langley
Assistant City Manager
510 N Baker St.
Mount Dora, FL 32757
langleys@mountdora.gov
352.735.7100 ext. 1815

To FDEM:

Stephanie Houp
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
Stephanie.Houp@em.myflorida.com
850.815.5762

9. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of laws principles that might require the application of the laws of any other jurisdiction. Venue shall be in state court in Leon County, Florida.

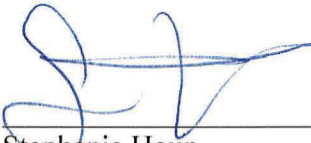
10. **No Third-Party Beneficiary.** None of the obligations and duties of the Parties will in any way or in any manner be deemed to create any obligation to, or any rights in, any person or entity not a party to this Agreement such as, without limitation, any Contractor.

11. **Amendments.** No amendments to this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

(Signature Blocks – See Next Page)

IN WITNESS THEREOF, the authorized representative of each Party has executed this Agreement on the date stated below.

STATE OF FLORIDA
DIVISION OF EMERGENCY
MANAGEMENT

By: 
Stephanie Houp
Deputy Executive Director &
General Counsel

CITY OF MOUNT DORA, FLORIDA

Vince
By: Sandersfeld Digitally signed by
Vince Sandersfeld
Date: 2024.11.01
10:44:36 -04'00'
Name: Vince Sandersfeld
Title: City Manager



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Requisition No. 25-2941 in the Amount of \$380,000 with Shelley's Septic Tank, Inc DBA Shelley's Environmental Systems LLC For Sludge Hauling and Removal Services

Introduction:

This is a request for City Council to approve the requisition for sludge hauling and disposal from the Wastewater Plants.

Discussion:

At the March 19, 2024 City Council meeting, council approved the Piggyback Agreement with Shelley's Septic Tank, Inc. for sludge removal and disposal. This requisition approval is required, per the City's purchasing policy, to cover the costs for the hauling and disposal for the 24/25 fiscal year. Requisition No. 25-2941 in the amount of \$380,000 will cover the costs for this fiscal year.

Budget Impact:

Each fiscal year the wastewater plants budget for sludge hauling and disposal under general ledger account 421-1940-536-3401.

Strategic Impact:

Objective 2.4-Sustain City Infrastructure

Recommendation:

Recommend City Council approval of Requisition 25-2941.

Attachment(s):

1. Requisition No. 25-2941- Shelleys Environmental

Prepared by: Samantha Livingston

Reviewed by: Samantha Livingston,
Andrew Marsian, Director of Utilities and Plant Operations
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/4/2024

Approved - 11/13/2024

Final Approval -
11/13/2024

Purchase Requisition

10/31/2024
04:41 PM

Purchase Requisition No 25-2941

Requested Date 10/23/2024
Required Date
Requested By kleinj

Department UTIL

Preferred Vendor 004757
SHELLEY'S ENVIRONMENTAL SYSTEM, INC
Address PO BOX 249
ZELLWOOD, FL 32798

Req. Description WWTP #1 AND WWTP #2 - SLUDGE HAULING FY 24-25

Qty.	Description	GL Number 1	Unit Price	Amount
1	SLUDGE HAULING	421-1940-536.34-01	380,000.00	380,000.00
Total:				380,000.00



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Purchase an Electric Utility Bucket Truck from Global Rental Company Under Sourcewell Government Agency Purchasing Cooperative to Replace Bucket Truck 06-001

Introduction:

This is a request for City Council to approve the purchase of an Electric Utility Bucket Truck under the Sourcewell Government Agency Purchasing Cooperative for \$ 252,613.55.

Discussion:

Global Rental Company Incorporated is the sales and rental arm for Altec Industries Inc. for standard base model Altec trucks under the Sourcewell Government Agency Purchasing Cooperative Contracts Specifications and Pricing. Sourcewell ensures pricing is fair and reasonable in a competitive market base. The truck identified as model AM55 is equipped with a 55' height aerial boom and a double bucket capable of holding two people. The build specification is in accordance with Altec standard specification.

This truck replaces an existing bucket, 06-001, that is eighteen (18) years old. This vehicle's service reliability is being impacted by increased maintenance as it nears its end of useful life. It continues to be out of service much of the time due to ongoing repairs. In the past three years repair and maintenance costs have escalated to \$21,794.84

Once the new truck is delivered, 06-001 bucket truck will be removed from service and auctioned for the best possible price.

The price includes \$221,905.00 for the AM55 model, and several add-ons costing \$30,708. 55 for a total of \$252,613.55.

Budget Impact:

There is \$265,000 included in the FY2024-25 capital outlay budget for the purchase of the Altec AM55 model to replace 06-001 bucket truck.

Strategic Impact:

Purchase of a new truck will increase the City utility's ability to provide and maintain safe and reliable electric services for the well-being of our community.

Recommendation:

Approve the Purchase of an Electric Bucket Truck from Global Rental Company.

Attachment(s):

1. Bucket Truck Chasis + Equip Cost Estimate

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Stephanie Gervais, Administrative Coordinator-Public Works	Approved - 10/21/2024
	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 10/31/2024
	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 11/4/2024
	Matthew Dodson, Budget Officer	Approved - 11/4/2024
	Rita Meade, Finance Director	Approved - 11/4/2024
	City Attorney, City Attorney	Approved - 11/13/2024
	Jeanann Hand, City Clerk	Approved - 11/13/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/13/2024

Attachment 1



Quote Number: 9142202
Opportunity Number:
Sourcewell Contract #: 062320-ALT
Date: 9/14/2022

Quoted for: City of Mt. Dora
Quoted by: Charlie Mathews
Phone: / Email: 352-512-8679 / charlie.mathews@altec.com

REFERENCE MODEL	Sourcewell Price
AM55 4x4, 2019	\$180,669

(A.) Sourcewell Options On Contract

1		
2		
3		

SOURCEWELL OPTIONS TOTAL: \$180,669

(A.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis to be 2023 year model in lieu of 2019	\$41,236
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$41,236

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$221,905

Delivery to Customer (\$2.20 per mile):

TOTAL FOR UNIT/BODY/CHASSIS: \$221,905

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$2.20 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

April 26, 2022
Our 93rd Year

Ship To:

GLOBAL RENTAL CO INC
33 INVERNESS CENTER PKWY STE 250
(DO NOT MAIL INVOICES)
BIRMINGHAM, AL 35242-7648
US

Bill To:

GLOBAL RENTAL CO INC
33 INVERNESS CENTER PKWY STE 250
(DO NOT MAIL INVOICES)
BIRMINGHAM, AL 35242-7648
US

Attn:
Phone: 816-676-4098
Email:

Altec Sales Order: 6222654
Altec Quotation Number: 910292 - 2
Run Number: 1187559
Account Manager: Jared E. Braswell
Technical Sales Rep: Leslie J Handley
Reference WO: Start From-81516187
Customer Inspection:
Customer Truck Number:

X7 Discrete Job: 84610136
X7 Configured Item: 000000000-12757898
Quantity: 1
X4 Discrete Job: 84644241
X4 Configured Item: 000093010-12757892
System Engineer: Joshua Green-4
Structural Engineer: Eric Stinson-3
Line Set Date: 03/09/2022

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	204 Altec Model AM55 articulating overcenter aerial device with an insulated lower boom, insulated upper boom and an insulated ISO-Grip (U.S. Patent No. 7,416,053) system at the boom tip, for installation over rear axle, built in accordance to AltecS standard specifications and to include the following features:	1
2.	375 - Automatic Upper Boom Latch	1
3.	217 - Single, Two-Man Side-Mounted Platform - 24 X 48 X 42 Inches (610 X 1219 X 1067 Mm). Platform Rotates 90 Degrees To End Of Boom With Altec Patented Rotator. Includes Two Sets Of Quick Disconnects And Controls For Hydraulic Tools.	1
4.	Soft Platform Cover For Two Man Platform (24x48)	1
5.	259 - Polyethylene Platform Liner For Two Man Platform, 50 Kv Rating (Minimum)	1
6.	237 - Platform Capacity Rating Of 300 Lbs. Per Operator, 300 Lbs. For Single Man Platform, 600 Lbs. For Two Man Platform	1
7.	338 - Pilot Pressure - System Operates At 350 To 3,000 Psi (24 To 207 Bar), And 17 Gpm (64.4 Lpm). System Is Closed Center, Pressure Compensating.	1
8.	Twist style single handle controller. The controller is positioned so that when you are standing in the platform with the platform in the stowed position facing the controller the handle points towards the elbow of the unit and the head of the controller points toward rear of the truck. Unit rotation is driven by a twist action of the control handle. This style of controller is only available with a pilot pressure system.	1
9.	219 - Hydraulic Extend Jib - Material Handling, Hydraulically Articulated Jib, -30 Degrees To +90 Degrees Tilt Angle (Relative To The Upper Boom). Jib Can Be Hydraulically Extended To 54.4 Inches (1382 Mm) From Mounting Shaft To Load Line. The Jib Is	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Hydraulically Extended And Retracted In Two 18 Inch (457 Mm) Increments For A Total Of 36 Inches (914 Mm) Under Full Load.	
10.	236 - Maximum Jib Rating - Applied To All AM Series Machines, This Rating Provides The Maximum Jib Capacity At All Lower Boom Positions.	1
11.	393 - 12 VDC Electrical System Voltage	1
12.	Engine Start/Stop with Secondary Stowage System, 12 VDC electric powered. Includes pump and motor, operates from chassis battery. Control is captive air operated from the platform and momentary switch operated from the lower controls. This option allows the operator to start and stop the operation of the units as well as completely stow the booms and platform in a situation wherein the primary hydraulic source fails.	1
13.	320 - Category B, 46 kV And Below - Includes Lower Test Electrode System	1
<u>Sales Text: Do not order Category B. See note below</u> Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
14.	450 - Primary Outrigger, A-Frame With Fold-Up Shoe - Provides 153 (3886 Mm) Maximum Spread And Weighs 1,350 Pounds (612 Kg)	1
15.	450 - Auxiliary Outrigger, A-Frame With Fold-Up Shoe - Provides 153 (3886 Mm) Maximum Spread And Weighs 1,350 Pounds (612 Kg)	1
16.	Powder coat unit Altec White.	1
17.	Additional Sold Stock And Global Option	1
<u>Sales Text: Category C prewired for future Category B and remove the conductive shield</u> Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
18.	Additional Sold Stock And Global Option	1
<u>Sales Text: Manual Hydraulic Outrigger Controls</u> Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
<u>Unit and Hydraulic Acc.</u>		
19.	AM50/50E/55/55E/60/60E Series Unit Installation Components	1
20.	Hook, Material Handling, 1-Ton With Latch, Installed On End Of Aerial Winch Line	1
21.	Standard Spacer between Subbase and frame for hose routing and ease of maintenance.	1
22.	Reservoir, 30 Gallon, Triangular, Mounted in Cargo Area	1
<u>Sales Text: Install reservoir in front of cargo area</u> Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
23.	AM50/55/60/50E/55E/60E Subbase	1
24.	HVI-22 Hydraulic Oil (Standard).	35
25.	Standard Pump For PTO	1
26.	Hot shift PTO for automatic transmission	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
27.	Muncie PTO (Altec Standard)	1
28.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1
<u>Body</u>		
29.	170 inch Large Universal Aerial Body with outrigger housings, suitable for installing on any 4x4 chassis with an approximate CA dimension of 120 inches, built in accordance with the following specifications:	1
	A. Basic body fabricated from A40 grade 100% zinc alloy steel. B. All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness. Stainless steel hinge rods extend full length of door. C. All doors are to contain stainless steel flush type, single point, two-stage rotary paddle latches with recessed handles, including keyed locks and strikers. Door latches are bolted to the outer door panel. D. Heavy-gauge welded steel frame construction with structural channel crossmembers and smooth floor. E. Possible contact edges are folded for safety. F. Integrated door header drip rail at top for maximum weather protection. G. Fender panels are either roll formed or have neoprene fenderettes. H. Steel treated for improved primer bond and rust resistance. I. Automotive undercoating applied to entire underside of body. J. Primer applied to complete interior and exterior of body. K. Automotive type non-porous door seals fastened to the door facing. L. 170 inch overall body length. M. 94 inch overall body width. N. 46 inch overall body height. O. 18 inch body compartment depth. P. Finish paint body Altec White at body manufacturer. Q. 2 inch x 6 inch drop-in wood cargo retaining board at rear of body. R. 2 inch x 6 inch drop-in wood cargo retaining board at top of side access step. S. Gas shock type rigid door holders for vertical doors. T. Standard master body locking system. U. One (1) wheel chock holder installed in fender panel on each side of body. V. Hotstick shelf extending from rear of first vertical to rear of body on streetside. W. Two (2) hotstick brackets installed on street side. X. Standard drop-down hotstick door for one (1) shelf on street side. Y. B-line channel installed in all compartments. Z. 1st vertical street side (LH) - Three (3) adjustable shelves with removable dividers on 4 inch centers. AA. 2nd vertical street side (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration. AB. 3rd vertical street side (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration. AC. 1st horizontal street side (LH) - One (1) adjustable shelf with removable dividers on 8 inch centers. AD. Rear vertical street side (LH) - Outrigger housing. AE. 1st vertical curb side (RH) - Three (3) adjustable shelves with removable dividers on 4 inch centers. AF. 2nd vertical curb side (RH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1	

Item	Description	Qty
	configuration.	
AG.	3rd vertical curb side (RH) - Gripstrut access steps with two (2) sloped grab handles.	
AH.	1st horizontal curb side (RH) - Two (2) adjustable shelves with removable dividers on 8 inch centers.	
AI.	Rear vertical curb side (RH) - Five (5) locking swivel hooks on fixed rails. 1-3-1 configuration.	
AJ.	Rear vertical curb side (RH) - Outrigger housing.	
AK.	Curbside compartment top access step installed in the cargo area 7 inches behind side access step.	
AL.	24 inch long x 94 inch wide steel tailshelf with 3 inch high retainer rail around sides and rear, installed at rear of body.	

Body and Chassis Accessories

30.	ICC (Underride Protection) Bumper Installed At Rear	1
31.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1
32.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
33.	Glad Hands At Rear, Straight Type	1
34.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
35.	Compartment Top Access Step from Body Floor	1
36.	Platform Access Step From Top of Body Compartment	1
37.	Single Platform Access, One Step Mounted to Turntable	1
38.	Platform Rest, Rigid with Rubber Tube	1
39.	Lower Boom Rest Weldment	1
40.	Mounting Brackets for Lights, Located on Lower Boom Rest	1
41.	Wood Outrigger Pad, 24 x 24 x 2.5 Inch, With Rope Handle	4
42.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	4
43.	Pendulum Retainers For Outrigger Pad Holders	4
44.	Mud Flaps With Altec Logo (Pair)	1
45.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
46.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear Frame Rails So They Are The Furthest Point Back	1
47.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1
48.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	2

Sales Text: Install in cab

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
49.	Triangular Reflector And Flare Kit [Contains 3 Reflectors And 3 Flares/Fuses (20 Minutes Each)], Shipped Per DEPS-0042	1
50.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
Sales Text: 2nd vertical streetside		
Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
51.	Vinyl manual pouch for storage of all operator and parts manuals	1
<u>Electrical Accessories</u>		
52.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
53.	Altec Standard Amber LED Strobe Light with Brush Guard	2
Sales Text: Install on boomstow one each side curbside and streetside		
Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
54.	Dual Tone Back-Up With Outrigger Motion Alarm	1
55.	Altec Standard Multi-Point Grounding System	5
56.	Copper U Shaped Grounding Lug (Threaded)	2
Sales Text: Install curbside front and curbside tailshelf		
Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
57.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
58.	Relocate Trailer Receptacle Supplied With Chassis	1
59.	Electric Trailer Brake Controller (Draw-Tite Activator II #5504)	1
60.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
61.	Pre-Wire Power Distribution Module (Includes Operators Manual)	1
62.	Install Outrigger Interlock System	1
<u>Finishing Details</u>		
63.	Powder Coat Unit Altec White	1
64.	Finish Paint Body Accessories Above Body Floor Altec White	1
65.	Additional Black Undercoating, Applied per Altec Standard	1
66.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
67.	Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface	1
68.	Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface	1
69.	Apply Non-Skid Coating to all walking surfaces	1
70.	Apply Additional Undercoating from behind chassis cab to rear of truck.	1
71.	English Safety And Instructional Decals	1
72.	Vehicle Height Placard - Installed In Cab	1
73.	Globalization includes Unit Condition Report and Placards	1
74.	Placard, HVI-22 Hydraulic Oil	1
75.	Dielectric test unit according to ANSI requirements.	1
76.	Stability test unit according to ANSI requirements.	1
77.	DOT Certification Required	1
Sales Text: 33 Inverness Center Parkway Birmingham AL 35242 Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
78.	Focus Factory Build	1
79.	Globalized Per Global Rental's Specification To Include Following:	1
	A. Global Key Rings Installed on Keys B. Global Decal Kit C. Full Discrete Job Numbers Located on Front Streetside and Curbside Rear of Vehicle D. Fuse Kit in the Manual Pouch E. Completed Service Sticker Located Next to the DOT Sticker F. Weight Slip G. Signed/Dated Dielectric and Stability Test H. Completed Unit Condition Reports I. Four (4) Pictures Showing the Front, Rear, Curbside and Streetside of the Full Truck J. Temp Tag	
80.	Inbound Freight	1
81.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
82.	Altec Global Spec AM55 Freightliner 4x4 Auto	1
83.	AM55, Global, Line Body, Freightliner M2-106, 4x4, Automatic Transmission	1
<u>Chassis</u>		
84.	Altec Supplied Chassis	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
85.	2023 Model Year	1
86.	Freightliner M2-106	1
87.	4x4	1
88.	120 Clear CA (Round To Next Whole Number)	1
89.	Regular Cab	1
90.	Chassis Cab	1
91.	Chassis Color - White	1
92.	Chassis Wheelbase Length - 190	1
93.	Cummins B6.7	1
94.	250 HP Engine Rating	1
95.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1
96.	GVWR 33,000 LBS	1
97.	14,000 LBS Front GAWR	1
98.	21,000 LBS Rear GAWR	1
99.	11R22.5 Front Tire	1
Sales Text: 315/80R22.5 in lieu of 11R22.5 Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
100.	11R22.5 Rear Tire	1
101.	Air Brakes	1
102.	Park Brake In Rear Wheels	1
103.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1
Sales Text: 016-1C2 Vertical Exhaust in lieu of Horizontal Last Updated By: Leslie J Handley on 17-MAY-2021 13:38		
104.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1
105.	No Idle Engine Shut-Down Required	1
106.	No California Emission Requirements	1
107.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1
108.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1
109.	Chassis Without Front Frame Extensions	1
110.	Battery Under Cab Left Hand	1
111.	Vinyl Split Bench Seat	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<u>Additional Pricing</u>		
112.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
<u>Miscellaneous</u>		
113.	Global Spec Modification	1

Altec Industries, Inc.

BY _____

Leslie J Handley , Technical Sales Representative

<u>Unselected Items</u>	
<u>Item Number</u>	<u>Description</u>
<u>New Selected Items</u>	
<u>Item Number</u>	<u>Description</u>

Notes:

**Lamco Services, LLC**

95 3rd Street

Graysville, AL. 35073

Phone: 205-674-6400 Fax: 205-674-9797

ESTIMATE #

005649**Estimate for Services**

Estimate Date : 10/3/2024

GLOBAL RENTALCO. INC

1730 Vanderbilt Road

Birmingham, AL 35234

Office: 205-241-3180

0 -

Lic # : -

Odom. In: 1

VIN # :

Part Description	Qty	Sale	Ext	Labor Description	Extended
Shop Supplies			15.00	Tool Box/ Ladder Rack White	7,296.75
				Custom Built Tool Box	
				Custom Built Ladder Holder	
				Ladder Holder to be 20" Wide inside X 8" Tall X 135" L	
				Box to be 132" L X 12" Tall X 18" Wide	
				Both Painted White- With Aluminum lid on box	
				Wilton 1755 Vise	1,667.50
				(6) Light, Strobe, 5-1/8", 6 LED	448.50
				Amber/Clear	
				2 On the Front of Grill	
				2 On the Rear of Body	
				1 On each side of body fender wheel panel	
				55" Chest Box- Black Aluminum	1,466.25
				On Pass side top of body towards the back	
				Tool Box 18X18X30	672.75
				SST T-HDL White Powder Coated	
				Installed on Pass front top of Body	
				(4) 5" LED Work Light	299.00
				2 on the Base of boom facing cargo area	
				2 on the rear end of body for flood light area	
				2000 WATT High Frequency pure sine wave inverter	1,581.25
				Installed in pass front compartment	
				Remote Switch for Inverter	155.25
				MISC Flex Conduit/ Boxes/Plugs/Cover	517.50
				Lightbar 47in 32LED 12-24V Amber	914.25
				Installed on back of body towards the top of skirt	
				Arrow Stick Switch Panel	224.25
				Cross Bar safety cover for directional Bar- Keeping from getting broken or damaged.	270.25
				Post Bracket/Cone Holder	304.75
				Installed on front bumper	
				Collapse down out of the way	
				Paint black	
				Blue Sea Systems 5032 Blade	166.75
				Fuse Block Dual 12 W Cover	
				Rack wire cooler 2-5 Gal	201.25
				Cooler Bracket	
				Cooler 5 Gallon Rubbermaid	112.70
				Installed in front of the Chest Box	
				(4) Work Light, 850 LM, LED	437.00
				Undermount Scene Lighting	
				2 on Each side under the stairs and rear of body	



Lamco Services, LLC
95 3rd Street
Graysville, AL. 35073
Phone: 205-674-6400 Fax: 205-674-9797

ESTIMATE #

005649

Estimate for Services

Estimate Date : 10/3/2024

GLOBAL RENTALCO. INC

1730 Vanderbilt Road
Birmingham, AL 35234
Office: 205-241-3180

0 -

Lic # : -

Odom. In: 1

VIN # :

Part Description	Qty	Sale	Ext	Labor Description	Extended
				(8) 48"Clear LED Light Strip	809.60
				Installed 1 Each in Compartments	
				Rear observation System with Night Vision Backup Camera	799.25
				Labor to Install all loose items on Customers truck/body per requested by Paperwork	12,333.75
				Hazardous Materials	15.00

Parts/Supplies: 15.00

Labor: 0.00

Sublet: 30,678.55

Total : \$ 30,708.55

Thank you for your business!

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and /or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ____days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts _____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings and Authorization to Negotiate - RFQ 24-GS-019 "CMAR Services for Construction of Community Resource & Recreation Center"

Introduction:

This is a request for the Council's approval of the ranking of RFQ 24-GS-019 "CMAR Services for Construction of Community Resource & Recreation Center" and enter negotiations with Charles Perry Partners, Inc. (CPPI).

Discussion:

On August 02, 2024, RFQ #24-GS-019 was issued and resulted in six (6) timely proposals being received by the opening date of September 30, 2024, at 2:00p.m. The Evaluation Committee met on October 17, 2024, to discuss and score all six (6) proposals as received under this RFQ. The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the top three firms.

The Question & Answer sessions were held on November 1, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

- #1 – Charles Perry Partners, Inc. (CPPI)
- #2 – Ajax Building Company LLC
- #3 –Mulligan Constructors, Inc

The Evaluation Committee recommends approval of the final ranking as established above and entering into negotiations with the top ranked firm for a pre-construction agreement. If negotiations are unsuccessful with the #1 ranked firm, the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information, reference the final scoring and ranking as attached.

Budget Impact:

To be determined during the negotiation period.

Strategic Impact:

Economic Development, Redevelopment, Quality of Life.

Recommendation:

City Council approve the rankings and authorize staff to negotiate a contract for CMAR Services for the Construction of the Community Resource & Recreation Center and enter negotiations with Charles Perry Partners, Inc. (CPPI).

Attachment(s):

1. Notice of Intent To Award- RFQ 24-GS-019

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Adam Sumner, CRA Administrator
Whitney Donovan, Purchasing Coordinator
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/4/2024
Approved - 11/4/2024
Approved - 11/4/2024
Approved - 11/4/2024
Approved - 11/13/2024
Approved - 11/13/2024
Final Approval - 11/13/2024



CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 ext. 1211
E-mail: donovanw@mountdora.gov

Date: November 4, 2024

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFQ 24-GS-019 "CMAR Services for Construction of Community Resource & Recreation Center"**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On August 02, 2024, RFQ #24-GS-019 was issued and resulted in six (6) timely proposals being received by the opening date of September 30, 2024 at 2:00p.m. The Evaluation Committee met on October 17, 2024 to discuss and score all six (6) proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the top three firms.

The Question & Answer sessions were held on November 1, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

- #1 - Charles Perry Partners, Inc. (CPPI)
- #2 - Ajax Building Company LLC
- #3 -Mulligan Constructors, Inc

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked firm for a pre-construction agreement. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me via e-mail at donovanw@mountdora.gov.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,
Marilyn J. Douglas
Purchasing Manager

RFQ #24-CM-019 "CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - CONSTRUCTION OF COMMUNITY RESOURCE AND RECREATION CENTER"											
11/01/2024 @ 01:00 pm											
Firm Name	Jason Marlor	ITEM WEIGHT		Troy Shonk	ITEM WEIGHT		Adam Sumner	ITEM WEIGHT		TOTAL	WEIGHTED TOTAL
		2.5			2.5			2.5			
Ajax Building Company LLC	3	2.5	7.50	4	2.5	10.00	3	2.5	7.50	10.00	25.00
Charles Perry Partners, Inc. (CPPI)	4	2.5	10.00	3.75	2.5	9.38	4	2.5	10.00	11.75	29.38
Mulligan Constructors, Inc	2	2.5	5.00	3.25	2.5	8.13	2	2.5	5.00	7.25	18.13



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings for RFQ# 24-CM-018 – Appraisal Services - Land and Real Property and Authorization to Negotiate

Introduction:

This is a request for City Council to Approve the Rankings of, and Authorization to Negotiate a Contract for RFQ# 24-CM-018 – Appraisal Services - Land and Real Property.

Discussion:

RFQ# 24-CM-018 was published on September 12, 2024, to seek proposals from experienced and well-qualified firms or individuals to provide the City, CRA, and NE-CRA with real estate appraisals as needed. All Appraisers must follow the rules and regulations according to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice.

The Evaluation Committee met on October 21, 2024, to discuss and score the seven (4) responsive proposals as received under this RFQ. The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked from one to four. The scoring and ranking resulted in the top three shortlisted firms being ranked as follows:

- #1 – BBG, Inc.
- #2 – Cushman & Wakefield
- #3 – Edwin R. Barfield, LLC

The Evaluation Committee recommends approval of the final ranking as established above by the City Council and recommends entering into negotiations with the three top-ranked firms for use in establishing three contracted firms to provide the needed services. If negotiations are unsuccessful with one, two, or three of the top-ranked firms, the City will cease negotiations with one, two or all three firm(s) as necessary and begin negotiations with the remaining ranked firm(s). This process will continue until a successful negotiation is reached with three firms. For additional information, reference the final scoring and complete ranking as attached.

Budget Impact:

None at this time. Services will be as needed with funding pursuant to project budgets.

Strategic Impact:

Economic Development, Redevelopment, Affordable Housing.

Recommendation:

City Council to approve the rankings and authorization to negotiate a contract for RFQ# 24-CM-018 – Appraisal Services - Land and Real Property.

Attachment(s):

1. RFQ 24-CM-018- Notice of Intent To Award

Prepared by: Whitney Donovan, Purchasing Coordinator
Reviewed by: Whitney Donovan, Purchasing Coordinator
Adam Sumner, CRA Administrator
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/4/2024
Approved - 11/12/2024
Approved - 11/12/2024
Approved - 11/12/2024
Approved - 11/13/2024
Approved - 11/13/2024
Final Approval - 11/13/2024



CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 ext. 1211
E-mail: donovanw@mountdora.gov

Date: October 29, 2024

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFQ # 24-CM-018 – Appraisal Services- Land & Real Property**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On September 12, 2024, RFQ #24-CM-018 was issued and resulted in four timely proposals being received by the opening date of October 14, 2024 at 2:00p.m. The Evaluation Committee met on October 21, 2024 to discuss and score all four proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest.

The scoring and ranking of the four firms resulted in a final ranking as follows:

#1 –BBG, Inc.; #2 – Cushman & Wakefield; #3 –Edwin R. Barfield, LLC; #4 -Withum

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into a contract with the top three rated firms, BBG, Inc., Cushman & Wakefield, and Edwin R. Barfield. LLC. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me e-mail at donovanw@mountdora.gov.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,

Whitney Donovan
Purchasing Coordinator

EVALUATION MASTER WORKSHEET
RFQ# 24-CM-018
SHORTLISTING FINAL SCORING/RANKING
FINAL RANKING

	Adam Sumner	AJ Cline	Cathy Lunday	TOTALS	Weighted Total	RANKING
Proposer						
BBG, Inc	100.00	100.00	97.00	297.00	1485.00	1.00
Cushman & Wakefield	95.00	97.00	100.00	292.00	1460.00	2.00
Edwin R. Barfield, LLC	95.00	85.00	100.00	280.00	1400.00	3.00
Withum	83.00	81.00	87.00	251.00	1255.00	4.00

Whitney Donovan

Digitally signed by Whitney Donovan
Date: 2024.10.21 13:29:32 -04'00'

Whitney Donovan

Date

Purchasing Coordinator

CITY OF MOUNT DORA PURCHASING DIVISION



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Proceed with Designating 308 East 5th Avenue as a Historic Site

Introduction:

This is a request to proceed with the nomination process to designate 308 East 5th Avenue as a historic site and have it included on the Local Register of Historical Places.

Discussion:

The City of Mount Dora adopted its Historic Preservation Ordinance in 1996, which established the Historic Preservation Board and their duties; the historic review area, the Local Register of Historical Places; and the standards of review for issuing Certificates of Appropriateness.

Pursuant to Land Development Code (LDC) Section 3.6.3 (2) (a) (1), nominations for historic site status may be initiated by the Historic Preservation Board, City Council, or the Property Owner. On July 31, 2024, the Historic Preservation Board met and nominated 308 East 5th Avenue to be included on the Local Register of Historical Places. The subject property was purchased by the City of Mount Dora in June to house the Building Department. LDC Section 3.6.3 (2) (a) (5) requires applications for a historic site designation to have consent from the property owner. As such, Staff is requesting approval to proceed with the nomination process to designate 308 East 5th Avenue as a historic site and include it on the Local Register of Historical Places.

If approved to proceed with the nomination process, the application will be brought before the Historic Preservation Board to review at their next meeting and, if approved to proceed, presented to City Council for final approval.

Budget Impact:

There is no anticipated impact to the budget aside from the cost of production of the historic marker

Strategic Impact:

Supports Goal 1: Economic Development by promoting heritage tourism

Recommendation:

Council approve the request to proceed with the nomination process to designate 308 East 5th Avenue as a Historic Site

Attachment(s):

1. Attachment 1 - HPB Minutes 7-31-2024
2. Attachment 2 - Site Photos
3. Attachment 3 - 1989 Master Site File - Educational Hall (Old Library)

Prepared by: Michele Janiszewski, Senior Planner
Reviewed by: Michele Janiszewski, Senior Planner
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 10/30/2024
Approved - 10/31/2024
Approved - 10/31/2024
Approved - 11/13/2024
Approved - 11/13/2024
Final Approval - 11/13/2024



**CITY OF MOUNT DORA
HISTORIC PRESERVATION BOARD
JULY 31, 2024 MEETING MINUTES**

The City of Mount Dora Historic Preservation Board met on Wednesday, July 31, 2024, in the City Chambers on the first floor of City Hall, located at 510 N Baker Street, Mount Dora, Florida to exercise their powers as established in the Land Development Code.

I. Call To Order

Having been duly noticed as required by law, the July 31, 2024, meeting of the Mount Dora Historic Preservation Board was called to order at 2:59 p.m. by Det Joks, Chairman.

II. Roll Call With Determination Of Quorum

Present: Amanda Kelley, Kathleen Benjamin, John Miller, Robert Gordon, Det Joks, Donald Marx, Patricia Huizing

Absent: None

City Staff: Michele Janiszewski, Senior Planner; Catherine Hutcheson, Administrative Coordinator; Ryan Winkler, Senior Planner and Andrew Hand, Esq., City Attorney

III. Approval of Meeting Minutes from May 31, 2024 & June 26, 2024

MOTION by Mr. Miller, SECONDED by Ms. Kelley, to APPROVE both sets of minutes as presented.

FOR: Amanda Kelley, Kathleen Benjamin, John Miller, Robert Gordon, Det Joks, Donald Marx, Patricia Huizing

AGAINST: None

MOTION CARRIED, 7 – 0

IV. Public participation/hearing for non-agenda items

No public comment.

V. Certificate of Appropriateness

a. 308 E 5th Avenue – Remove Ramp

- i. Ex Parte Communication
- ii. Swearing in of staff/Applicant
- iii. Staff presentation
- iv. Applicant Presentation
- v. Public Comment
- vi. Board Discussion

Mr. Hand swore in all staff and applicants who were present and providing testimony.

Ms. Janiszewski presented the application and recommended approval of the application..

Mr. Michael Wieland, Building Official for the City of Mount Dora, gave a description of the development plans for the new building which will house the Building Department. Mr. Wieland stated that the goal is to get the building back to its original look by removing the ramp which was installed in the 1970s.

Mr. Joks asked whether a ramp would be required to meet ADA.

Mr. Wieland stated that the use and occupancy of the building is not changing and the current ramp is not complaint with the Florida Building Code nor is it safe. Since there is no change in use or occupancy, vertical accessibility is not requires if five or less people occupying the second floor. He stated that they hope to remove the interior stairs and add an elevator in the future.

Ms. Kelley discussed if the bricks removed will be used or saved. Mr. Wieland stated they are not original and will try to match as closely as they can. Ms. Kelley stated that she thinks it looks great.

Further discussion on the future use of the building.

Mr. Miller discussion on the handrails for the building. Mr. Wieland stating they are looking at the 1912 period design for the railing. The color being black and iron.

Mr. Miller discussed whether or not the board members have to approve the railings. Ms. Janiszewski stated it is included in their application and they are proposing to remove the current with an iron railing. Further discussion on the balusters and railings.

Ms. Huizing discussed adding this building to the Local Historic Registry and Nominating it.

MOTION by Ms. Kelley, SECONDED by Mr. Marx, to accept staff's findings of fact and recommendation, and to APPROVE the application as presented.

FOR: Amanda Kelley, Kathleen Benjamin, John Miller, Robert Gordon, Det Joks, Donald Marx, Patricia Huizing

AGAINST: None

MOTION CARRIED, 7 – 0

MOTION by Ms. Huizing, SECONDED by Mr. Gordon, to nominate the Old School House at 308 N. Tremain Street be added to the Local Historic Registry.

FOR: Amanda Kelley, Kathleen Benjamin, John Miller, Robert Gordon, Det Joks, Donald Marx, Patricia Huizing

AGAINST: None

MOTION CARRIED, 7 – 0

Ms. Huizing mentioned that the Mount Dora Community Trust has a fund called the “Jones & Thomas Crick Legacy Fund” which may be able to provide financial assistance for projects.



CITY OF MOUNT DORA

Site Photos

Subject Property





FLORIDA MASTER SITE FILE
ATTACHMENT 3 - 1989 Master Site File (3 Pages)
Site Inventory Form

Q 10-12

Site No. _____

Site Name Educational Hall - The Old Library Survey Date 8709
Address of Site 308 E. 5th Ave., Mount Dora, Fl. 32757
Instruction for locating _____

Location Tremain's Plat 000 00400
Subdivision Name Block No. Lot No.

County Lake
District name if applicable _____
Owner of Site: Name Potter, Del G. and Robert F. Vason Jr.
Address 308 E. 5th Ave., Mt. Dora Fl. 32757

Type of Ownership _____ Recording Date 8711
Recorder: Name & Title Barr, Melanie (Historic Preservation Consultant)
Address P.O. Box 17, Gainesville Fl. 32602

Condition of Site: (Check One)	Integrity of Site: (Check One or More)	Original Use <u>educational</u>
☒ Excellent	☒ Altered	Present Use <u>commercial</u>
☐ Good	☐ Unaltered	Dates <u>+1912</u>
☐ Fair	☐ Original Use	Cultural Phase <u>American</u>
☐ Deteriorated	☐ Restored/Date	Period <u>20th Century</u>
	☐ Moved/Date	

NR Classification Category building Date Listed on NR _____
Threats to Site:
(Check One or More)

☐ Zoning	☐ Transportation	☐ Borrowing
☐ Development	☐ Fill	☐ Other (See Remarks Below)
☐ Deterioration	☐ Dredge	

Areas of Significance: Early Community Development, Educational

Significance:

Educational Hall was organized in March 1912 by a group of citizens who were not satisfied with Mount Dora's educational facilities. The main purpose of the new school was to accommodate the children of winter visitors whose classes were not similar to those offered at the Mount Dora public school. The children attending Educational Hall were tutored using the same books as their northern schools. The principal of the public school, J.H. Crane, was installed as the principal of Educational Hall. He retired in 1922. Mrs. Orin W. Sadler was principal for the 1922-23 school year, and after that year the school closed due to the lack of students.

W.F. Warden of Akron, Ohio, and Jim Simpson of Mount Dora are credited with raising the \$1500 needed to build the school. It is of an unusual design with two large pavilions topped by hip roofs joined by a smaller recessed center bay. The brick building rests on a molded concrete block foundation said to be supplied by 23-year-old Carl Risely, who was one of the school's organizers.

Mount Dora's library had a home in the basement's west room starting in 1917. That same year a full-time paid librarian was hired at the sum of \$1.00 a week. Although the library now had a home it still had a problem: every time it rained water poured into the basement and soaked the books. A movement was started to buy the building so

(see continuation page)

(CONTINUATION SHEET - SIGNIFICANCE)

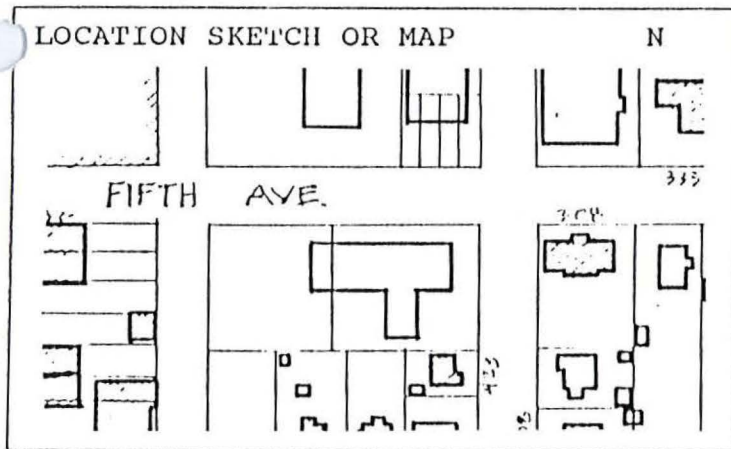
the library could be placed upstairs. The city was asked to purchase the building by taking over the mortgage of \$2500. It was approved but there was no money to pay for it. The city did agree to pay the utility bill and the librarian's salary. Librarian Margaret Lewis invited Charles Edgerton to see the building after a heavy rain when he was the chairman of the Park Board. He saw what a mess the library was in and told Miss Lewis to move the books upstairs since he would buy the building and sell it to the city when they could afford to raise the money. On February 6, 1929, the city bought the building with the promise that it would be used for a library as long as it was needed. It was located here until the new library on Donnelly St. was built in 1977, sixty years after the library started out in one room of the basement.

L 163,164,105; E 121; brochure

Architect _____
 Builder _____
 Style and/or Period masonry vernacular
 Plan Type irregular: irregular
 Exterior Fabric(s) brick: running # concrete: block, molded
 Structural System(s) masonry: brick
 Porches N/ 1 story
 Orientation N
 Foundation continuous: concrete block
 Roof Type hip
 Secondary Roof Structure(s) dormer: shed
 Roof Surfacing metal shingles
 Window Type DHS, 6/6, wood
 Ornament Exterior dentil course
 Chimney brick with corbelled cap
 Chimney Location ridge
 No. of Chimneys 1 No. of Stories 2
 No. of Dormers _____ Outbuildings _____
 Surroundings _____
 Map Reference (incl. scale & date) USGS Eustis 7.5 MIN 1966 (PR 1980)

Latitude and Longitude _____

Site Size (approx. acreage of property) LT1



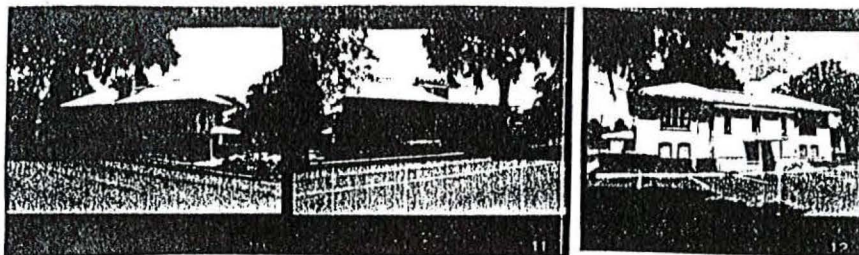
Township	Range	Section
19	27	32

UTM Coordinates:

Zone	Easting	Northing

Q 10-12

Photographic Records Number _____
 Please attach Photographic Print





510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Developer's Agreement with Route 46 Properties, LLC
Regarding the Vista Hills Project

Introduction:

This is a request for Council to approve a developer's agreement with Route 46 Properties LLC, regarding the Vista Ridge development.

Discussion:

Route 46 Properties LLC, ('Owner') is the property owner of a 33.83 acre property ('subject property') located within the corporate limits of the City and lying generally on the north side of S.R. 46, west of Round Lake Road and east of the existing terminus of Niles Road. On December 20, 2022, the City Council adopted Ordinance No. 2022-20 which rezoned the subject property to Planned Unit Development (PUD) and established the Master PUD Plan for the Vista Ridge development. The PUD allows the property to be developed with 442 multifamily units and 55,000 square feet of commercial uses.

The PUD also requires the development to extend Niles Road through the property and connect it to Wekiva Ridge Drive to establish the Vista Ridge Drive, a planned, public road to serve as a frontage road along State Road 26 to increase traffic mobility in the area. The extension of Niles Road will be accomplished by utilizing a portion of the abutting City owned property which will be donated to the Applicant. An interlocal agreement between the City of Mount Dora and Lake County pertaining to the development of Vista Ridge Drive was approved by City Council on March 5, 2024. On March 19, 2024, City Council adopted Ordinance No. 2024-05 which amended the Master PUD Plan to adjust the parking requirements and revise the PUD expiration time-frame for a maximum of four (4) years from the date of adoption.

The Developer Agreement contains provisions pertaining to the Vista Ridge development and Vista Ridge Drive, including:

1. The Owner agrees to design, engineer, permit, construct and convey the Roadway Improvements to the City at no cost to the City, and shall also design, engineer, permit and

construct the Roadway stormwater management system (SWMS) and convey the Roadway SWMS to the City, all at no cost to the City.

2. Memorializes an existing agreement which states that the City shall have no obligation to fund any additional public facilities or infrastructure necessitated by the development of the Property.

3. City has encumbered sufficient potable water and sanitary sewer capacity within its water and sewer systems to serve the Vista Hills Final PUD Master Plan.

4. The agreement expires simultaneously with the expiration Vista Hills Final PUD Master Plan, March 20, 2028, unless extended by mutual agreement between the Owner and the City.

The Developer Agreement is included as Attachment #1 and includes the Vista Hills Final PUD Master Plan as an exhibit.

Budget Impact:

No anticipated impact to the budget

Strategic Impact:

Goal 2: Infrastructure

Recommendation:

Council approve the Developer Agreement with Route 46 Properties, LLC regarding the Vista Hills project.

Attachment(s):

1. Development Agreement

Prepared by: Michele Janiszewski, Senior Planner
Reviewed by: Michele Janiszewski, Senior Planner
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 10/30/2024
Approved - 10/31/2024
Approved - 10/31/2024
Approved - 11/7/2024
Approved - 11/7/2024
Final Approval - 11/7/2024

This document prepared by:
Scott A. Glass, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Ste. 1600
Orlando, FL 32801

After recording please return to:
City of Mount Dora
Attn: City Clerk
510 N. Baker Street
Mount Dora, FL 32757

Parcel ID Nos. 27-19-27-0003-000-01000 and 27-19-27-0003-000-03700

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (the “Agreement”) is made and entered into by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation with a principal address of 510 N. Baker Street, Mount Dora, Florida 32757 (“City”) and **ROUTE 46 PROPERTIES LLC**, a Florida limited liability company with a principal address of 1321 Tappie Toorie Circle, Lake Mary, Florida 32746 (“Owner”) and shall be effective on the date it has been duly executed by the second of the Parties to execute the Agreement (the “Effective Date”).

WITNESSETH

WHEREAS, Owner is the fee simple owner of 33.83 ± acres of real property located within the corporate limits of the City and lying generally on the north side of S.R. 46, west of Round Lake Road and east of the existing terminus of Niles Road, such property being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, on November 16, 2021 the City adopted Ordinance No.: 2021-08 which became effective thirty-one (31) days thereafter and which amended the Future Land Use Map (“FLUM”) of the Future Land Use Element (“FLUE”) of the City of Mount Dora Comprehensive Plan 2045 (the “Comp Plan”) by assigning a FLU designation of Residential High (18 units per acre) to 24.91 ± acres of the Property (hereafter, the “Residential Area”) and a FLU designation of Commercial to the remaining 8.10 ± acres of the Property (hereafter, the “Commercial Area,” all as more fully depicted on FLUM II-2a attached to Ordinance No.: 2021-08; and

WHEREAS, a preliminary master plan for rezoning the Property to Planned Unit Development (“PUD”) was approved by the City on November 16, 2021, by way of Resolution 2021-44, for the project entitled “Route 46 Properties, LLC”; and

WHEREAS, on December 20, 2022, the City adopted Ordinance No. 2022-20, authorizing the rezoning of the Property to PUD and setting forth the development conditions for the Vista Hills PUD; and

WHEREAS, on March 19, 2024 the City adopted Ordinance No. 2024-05 which vacated and deleted the Vista Hills PUD Master Plan adopted via Ordinance No. 2022-20 in its entirety and adopted the Vista Hills Final PUD Master Plan, a copy of which is attached hereto as **Exhibit**

“B” and incorporated by reference herein, as the controlling master plan for development of the Property; and

WHEREAS, Ordinance No. 2024-05 further provided, in Section 4 thereof, that “all prior actions of the City of Mount Dora pertaining to the revisions to the Vista Hills PUD, as well as any and all matters related thereto, are ratified and affirmed consistent with the provisions (Ordinance No. 2024-05),” and

WHEREAS, the Vista Hills Final PUD Master Plan authorizes development of the Property as a mixed-use multi-family and neighborhood commercial project with up to 442 multi-family residential apartment units with on-site amenities and up to 55,000 square feet of commercial uses (the “Project”); and

WHEREAS, Developer intends to develop the Project in three (3) phases as depicted on the phasing plan included in the Vista Hills Final PUD Master Plan; and

WHEREAS, the timing of commencement, construction and completion of each Phase shall, in large part, be dictated by the market and nothing herein is intended to mandate that the Phases be completed sequentially or to prohibit more than one Phase from being under construction at any given point in time; and

WHEREAS, it is in the public interest, as proposed by Owner, to have an unpaved portion of Niles Road, located northwest of the Property, improved and extended southward and then eastward to connect with Round Lake Road, as generally depicted on that certain drawing titled, “Option C – Alternative Alignment,” prepared by CPH, Inc. as part of the Vista Ridge Alignment Study, a copy of said drawing is attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Niles Road Extension”); and

WHEREAS, in order to advance the completion and dedication of the Niles Road Extension, Owner has offered and committed to donate to City a seventy-foot (70’) wide strip of right-of-way across the width of the Property, as generally depicted on **Exhibit “C”** (the “Donated ROW”), and construct that portion of the Niles Road Extension which will traverse the Property; and

WHEREAS, Owner has tailored its development plan to accommodate the same as reflected on **Exhibit “B”**; and

WHEREAS, subject to the terms and conditions set forth herein Owner has agreed to construct, concurrent with development of Phase 1 of the Project, a three-lane segment of the Niles Road Extension (the “Three-lane Segment”) which shall extend from the eastern edge of the Property to approximately the center of the Property, as generally depicted on Exhibit “B,” and which shall consist of two (2) travel lanes, one (1) turn lane, a trail and a sidewalk, all to be generally consistent with the “Vista Ridge Drive (Niles-Round Lake Connector) 70’ ROW” cross section (the “Cross Section”) attached hereto as **Exhibit “D”** incorporated herein by reference; and

WHEREAS, subject to the terms and conditions set forth herein, Owner has also agreed to construct, concurrent with development of Phase 1 of the Project, a twenty-four foot (24’) wide,

two-lane segment of the Niles Road Extension (the “Two-lane Segment”) consisting of two travel lanes, a trail and a sidewalk and which shall commence at the western terminus of the Three-lane Segment and extend approximately twelve hundred feet (1200’) to the western edge of the Property; and

WHEREAS, subject to the terms and conditions set forth herein, and further subject to the City providing the additional right-of-way required, Owner has also agreed to pave an approximately 700 linear feet segment of Niles Road located north of the western edge of the Property concurrent with the development of Phase 1 of the Project (such paving, along with the Three-lane Segment and the Two-lane Segment being hereafter collectively referred to as the “Phase 1 Road Improvements”); and

WHEREAS, subject to the terms and conditions set forth herein, Owner has also agreed, concurrent with development of Phase 3 of the Project, to add a third lane to the Two-lane Segment to make it generally consistent with the Cross Section (the “Phase 3 Road Improvements”) (the Phase 1 Road Improvements and the Phase 3 Road Improvements are collectively referred to herein as the “Roadway Improvements”); and

WHEREAS, Owner has agreed, at Owner’s sole expense, to design, engineer, permit and have the Roadway Improvements constructed and, upon approval by the City and after written notice of such approval to Lake County, convey the Roadway Improvements and the attendant Donated ROW to the City at no cost to the City; and

WHEREAS, subject to the terms and conditions set forth herein, Owner is also willing to design, engineer, permit and construct, prior to or contemporaneously with construction of the Roadway Improvements, a stormwater management system (the “Roadway SWMS”) which shall collect stormwater from the Roadway Improvements and convey such stormwater to a pond which Owner shall construct on certain property owned by the City at a location generally depicted as “Pond 1” on the Vista Ridge Master Plan which is attached hereto as **Exhibit “E”** and incorporated herein by this reference (the “Roadway Stormwater Pond”); and

WHEREAS, the City has determined that cooperating with the Owner with respect to the Project is in the best interest of the citizens of the City of Mount Dora for a number of reasons including, but not limited to, the public good that will be realized upon Owner’s construction and dedication of a new collector road to relieve traffic burdens from S.R. 46 as desired by the City; and

WHEREAS, this Agreement advances a public purpose and is consistent with and an exercise of the City’s powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b), Florida Constitution; Chapter 166, Florida Statutes; the City of Mount Dora’s Code of Ordinances (the “Code”); other controlling law; and the City’s police powers; and is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Section 163.3220-163.2343, Florida Statutes; and

WHEREAS, the Parties desire to reduce to writing and confirm the specific terms and conditions of their understanding and agreement related to the Project and construction and dedication of the new Collector Road.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, are incorporated into this Agreement by reference and form a material part of this Agreement upon which the Parties have relied.

SECTION 2. PROPERTY. Owner hereby represents that, as of the Effective Date, Owner is fee simple owner of the Property with full power and authority to make binding commitments with respect to the Property and to enter into this Agreement. Owner further represents and warrants that there are no mortgages on the Property which require the joinder or consent of any other person or entity to this Agreement or, that if there are such mortgages that said joinders and consents have been obtained and are attached hereto. Additionally, Owner hereby acknowledges that the foregoing representations have been relied upon by the City and form a material part of this Agreement. This Agreement constitutes a burden and benefit and shall run with title to the Property.

SECTION 3. DONATED ROW AND CONSTRUCTION OF ROAD.

(a) **Owner Obligations.** Owner shall:

(i) Design, engineer, permit, construct and convey the Roadway Improvements to the City at no cost to the City, and shall also design, engineer, permit and construct the Roadway SWMS and convey the Roadway SWMS to the City, all at no cost to the City.

(ii) Dedicate such easements on terms and conditions mutually agreeable to City and Owner over, under, across and/or through the Property as are necessary for City to operate and maintain the Roadway Improvements and Roadway SWMS. City shall be responsible for performing such maintenance on the Roadway Improvements and Roadway SWMS as may from time-to-time be required in order to ensure each is functioning as designed and intended. Owner, or a Property Owners Association (“POA”) to be created by Owner, shall be responsible, at no cost to City, for performing routine landscape and similar non-operational (i.e., predominantly aesthetic) maintenance within the Roadway Improvements and within the Roadway SWMS including, by way of illustration and not limitation, cutting the grass around the stormwater pond, cutting grassed areas within the road right-of-way and removing and discarding excessive litter or debris in such areas. In addition to designing and constructing the Roadway Improvements and the Roadway SWMS, Owner shall design, engineer, permit and construct an internal stormwater management system to accommodate development of the Project as generally depicted on **Exhibit “B”** (the “Project SWMS”). Owner, or a POA created by Owner, shall be responsible for perpetual maintenance of the Project SWMS, including both operational and non-operational maintenance in perpetuity and at no cost or expense to City.

(iii) Provide, or cause to be provided, mass grading of the Donated ROW consistent with plans prepared by Owner, reviewed by the City and County and approved by the City.

(iv) Provide, or cause to be provided, construction engineering services for the Roadway Improvements and Roadway SWMS and all necessary materials testing and placement consistent with standard City requirements.

(v) Maintain, or cause to be maintained, any and all sections of the Donated ROW, including seeding and mulching unimproved portions if deemed necessary by City in its reasonable discretion, to prevent erosion until such section or sections have been accepted by the City for ownership and maintenance.

(b) City Obligations. Subject to the terms and conditions of this Agreement, City shall:

(i) timely provide all City development approvals necessary for: (1) construction of the Roadway Improvements; (2) construction of the Roadway SWMS; and, (3) development of the Project, provided, however, that the City's grant of each such approval shall be conditioned upon Owner reasonably satisfying the material requirements for same as prescribed in the Vista Hills Final PUD Master Plan, or if not prescribed therein, as prescribed by the City Code.

(ii) support a future traffic signal at Bobwhite Lane / Buttercup and S.R. 46 – C.R. 441 by joining Owner in any and all written requests for such authorization submitted to FDOT or other applicable entities with jurisdiction related to such signalization and, if requested by Owner and at no expense to City.

(iii) Timely review and process Owner's plat application for the Property consistent with the City's standard procedures and criteria for review and approval of plats.

(c) Approval of Plans and Specifications.

(i) Final plans and specifications for the Roadway Improvements and Roadway SWMS shall be completed by Owner in substantial accordance with applicable City requirements and may be divided into phases as contemplated in this Agreement. City shall keep the County advised as plans and specifications are submitted and reasonably make the same available at 15% (line and grade plans with cross sections at critical locations), 30% (if required by the City), 60% (Initial Design), 90%, 100%, and final documents and plans for bidding (DE&P) for review by the County and shall reasonably cooperate with the County with respect to any comments received from the County within thirty (30) days after the County's receipt of same for review. Notwithstanding the foregoing, final approval authority shall at all times remain with the City. All plans and specifications for construction of a particular phase shall be diligently reviewed and approved by City if found in compliance with all applicable provisions of the Vista Hills Final PUD Master Plan or City Code, as the case may be. Once the City approves the Plans and Specifications, the final Plans and Specifications shall become a material part of this Agreement. The final Plans and Specifications shall be used by the Owner to obtain bids for the applicable segment of the Roadway Improvements and for the purpose of obtaining all permits necessary for the construction of such segment's improvements.

(ii) It is understood that the plans and specifications and construction of the Roadway Improvements and Roadway SWMS may be modified by agreement of City and Owner during the permitting process and/or by change order as construction progresses.

(d) Bidding or Sole Source Negotiation Requirements. Owner shall not be required to use the City competitive bidding process to retain an engineering firm to design the Roadway Improvements or Roadway SWMS.

(e) Construction Schedule. Unless provided otherwise in this Agreement, Owner agrees to cause the duly qualified contractor Owner has selected (the "Contractor") to commence construction of the Roadway Improvements and Roadway SWMS no later than one year after the last to occur of either commencement of site work pursuant to a site work permit issued by City for Phase 1 of the Project or issuance of a Notice to Proceed by the City for any portion of the Roadway Improvements. The construction of the Roadway Improvements and Roadway SWMS, or applicable portion thereof, shall be completed within twenty-four (24) months of commencement of construction of same. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading of the Donated ROW, or applicable portion thereof. The time for completion of the Roadway Improvements and/or Roadway SWMS shall be extended by the time during which Owner's performance is delayed by causes or occurrences outside or beyond Owner's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by City.

(f) Donated ROW and Easements.

(i) Prior to commencement of construction of any portion of the Roadway Improvements, and prior to issuance of a Notice to Proceed, Owner shall dedicate the Donated ROW to the City by plat, which plat shall on its face fully and finally vest the Property with the Project's entitlements and development rights as set forth in Ordinance No. 2024-05 and the Vista Hills Final PUD Master Plan adopted therein.

(ii) The rights of Owner, Contractor, subcontractors, consultants, etcetera to enter upon the Donated ROW for purposes directly related to construction of the Roadway Improvements and Roadway SWMS shall survive the conveyance of the Donated ROW to the City. This right to enter shall terminate upon completion and acceptance by City of the Roadway Improvements as evidenced by City's issuance of a Certificate of Completion and acceptance of a Bill of Sale.

(iii) Owner's dedication of the Donated ROW shall be by plat. The conveyance of the Donated ROW shall be free and clear of all liens and encumbrances except as approved by the City, and a certificate or opinion of title from an attorney or title company evidencing the same shall be provided by Owner to City prior to plat approval. In the event any utility, ingress or other easements need to be relocated in order for Owner to convey the Donated

ROW free and clear of liens and encumbrances the cost of relocating same, if borne by Owner, shall be included in Owner's request for Transportation Impact Fee Credits to the County and City shall support Owner's request for same.

(iv) Owner shall convey all pipes, inlets, outlets, drainage structures and other physical components of the Roadway SWMS, other than real property, to the City contemporaneously with conveyance of the Roadway Improvements. Said conveyance shall include any and all easements as are necessary for operation and operational maintenance of such portion or portions of the Roadway SWMS, which easement(s) may be granted via metes and bounds description if they have not already been dedicated to City at that point by plat.

(g) Indemnity. Owner shall protect, defend, indemnify, and hold harmless, or shall cause Contractor to protect, defend, indemnify, and hold harmless, City, its officers, City Council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorneys' fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the Owner, its agents, employees, or representatives in the performance of its obligations under Section 3 of this Agreement.

(h) Performance Bond. Prior to proceeding with construction of the Roadway Improvements and issuance of a Notice to Proceed, Owner shall cause its Contractor to provide a performance bond for the cost of the Roadway Improvements and Roadway SWMS, or applicable portion(s) thereof (the "Performance Bond") to be issued by an entity authorized to issue such bonds in the State of Florida and reasonably acceptable to the City (the "Surety"). The Performance Bond shall name the Owner and City as Co-Obligees and shall be in an amount equal to one hundred ten percent (110%) of the estimated construction costs of the applicable portion(s) of the Roadway Improvements and/or Roadway SWMS and shall remain in effect until such applicable portion(s) has/have been completed and accepted by the City as evidenced by issuance of a certificate of completion and acceptance by the City of a Bill of Sale. In the event Contractor defaults on the Construction Contract and said default continues after Owner has provided Contractor written notice thereof and a reasonable opportunity to cure, then the Owner or City may make demand on the Surety to complete the Roadway Improvements or allow Owner and/or the City to draw on the Performance Bond as needed to secure an alternative contractor to complete the Roadway Improvements, the Roadway SWMS, or applicable portion of either, as the case may be, secured thereby. Owner agrees to give prompt notice of default to the Contractor for any material default pointed out in writing to Owner by the City.

(i) Guarantee of Road Improvement Work. All work performed under Section 3 of this Agreement shall be guaranteed by Owner, or Owner shall cause its Contractor to guarantee such work, for a period of twenty-four (24) months (the "Guarantee Period") after completion and acceptance of such work by City unless otherwise specified. Owner shall, or shall cause its Contractor to, provide the City a maintenance bond in an amount equal to twenty percent (20%) of the actual costs of construction and covering a minimum of twelve (12) months after completion and acceptance of each applicable portion of the Roadway Improvements and Roadway SWMS by City.

(j) Amendments to Section 3 of this Agreement. No modification, amendment or alteration of the terms or conditions contained in Section 3 of this Agreement shall be effective

or binding upon the Parties hereto unless the same is contained in a written instrument executed by the Parties, with the same formality, and of equal dignity herewith. Any change orders which are mutually agreed to by the Parties, reduced to writing and properly executed, shall be deemed to satisfy the provisions of this paragraph, and the same shall be effective and binding on the Parties.

(k) Public Records. Pursuant to section 119.0701, Florida Statutes, to the extent applicable Owner shall comply with Florida Public Records laws with respect to the performance of the terms and provisions of this Agreement and shall:

(i) Keep and maintain public records required by City to comply with the terms and provisions of this Agreement.

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

(iii) Ensure that such public records as are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the terms and provisions of this Agreement and following completion of such terms and provisions if Owner does not transfer such public records to City or County.

(iv) Upon completion of the terms and provisions of Section 3 of this Agreement transfer, at no cost, to the City or County all public records in possession of Owner or keep and maintain public records required by the County to perform the terms and provisions of Section 3 of this Agreement. If Owner transfers all such public records to the City or County upon completion of the terms and provisions of Section 3 of this Agreement, Owner shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Owner keeps and maintains such public records upon completion of the terms and provisions of Section 3 of this Agreement, Owner shall meet all applicable requirements for retaining public records. All records stored electronically which are provided to the City shall, upon request from the City's custodian of public records, be provided in a format that is compatible with the information technology systems of the City.

(v) **IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, OWNER SHALL CONTACT THE CITY CLERK, CITY OF MOUNT DORA, FLORIDA, 510 N. BAKER STREET, MOUNT DORA, FLORIDA 32757, OR VIA TELEPHONE AT 352-735-7126 OR VIA EMAIL ADDRESSED TO: [HANDJ@CI.MOUNT-DORA.FL.US](mailto:HNDJ@CI.MOUNT-DORA.FL.US).**

SECTION 4. DEVELOPMENT OF THE PROPERTY. The Parties agree that the Property shall be developed in substantial conformity with the Vista Hills Final PUD Master Plan and with the development standards set forth therein. If no specific development standard is set forth therein with respect to a particular aspect of the development, then such aspect shall comply with the corresponding development standard set forth in the City Code as the same exists on the

Effective Date of this Agreement. Additionally, the following shall apply to development of the Property:

(a) Tree Mitigation Waiver for Donated ROW and Roadway SWMS. Owner shall not be required to provide any mitigation for trees which must be removed from the Donated ROW and such areas as are reasonably necessary to accommodate the Roadway SWMS. Mitigation for trees which must be removed to accommodate internal Project roadways and buildings, however, shall be in accordance with the City Code.

SECTION 5. WATER AND SEWER.

(a) Utility Easements. On July 18, 2012, City and Owner entered into that certain, "Purchase Agreement (Project: Mount Dora Utility Project; Parcel: 17; Tax IDs 1446392 and 3636163)" (the "Purchase Agreement") whereby the Owner agreed to convey a perpetual utility easement across the Property to the City and, as partial consideration therefor, the City agreed to install, and subsequently did install, at no cost to Owner, two (2) water line stub-out connections, one (1) sewer stub-out connection and one (1) reclaim water stub-out connection, with gates, valves and plugs (collectively referred to for convenience as the "Stub-outs") in order to provide water, sewer and reclaim water service to the Property. Accordingly, no further utility easement for water, sewer or reclaim water service is required from the Property.

(b) Potable Water. Development on the Property in accordance herewith will require a connection to the City's potable water system, pursuant to the City's Land Development Code, Chapter VI, Section 6.4.

(c) Sanitary Sewer. Development on the Property in accordance herewith will require a connection to the City's sewer system, pursuant to the City's Land Development Code, Chapter VI, Section 6.4. Construction of a lift station on the Property, at the sole cost and expense of the Owner, may be required to properly connect to the City sewer system.

(d) Re-use Lines. Development on the Property in accordance herewith will require a connection to the City's re-use water system, pursuant to the City's Land Development Code, Chapter VI, Section 44-371.

(e) No City Funding Obligation. Except as set forth in that certain City of Mount Dora Utility Easement Memorandum of Agreement executed in 2012 by Michael Quinn, as City Manager on behalf of the City and by David A. Croson, President, on behalf of Owner, the City shall have no obligation to fund any additional public facilities or infrastructure necessitated by the development of the Property.

SECTION 6. CONCURRENCY. The City has established concurrency requirements for potable water, sanitary sewer, solid waste, drainage and stormwater. As hereafter provided, capacity has been encumbered for the Property with regard to potable water and sanitary sewer, but not with regard to solid waste, drainage and stormwater.

(a) Water and Sanitary Sewer. In consideration of Owner's agreement to donate right-of-way and necessary easements, and in consideration of Owner's agreement to design, engineer, permit, construct and convey the Roadway Improvements and Roadway SWMS

to the City, all at no cost to City, the City has encumbered sufficient potable water and sanitary sewer capacity within its water and sewer systems to serve development of the Property consistent with the Vista Hills Final PUD Master Plan (the “Encumbered Capacity”). The Encumbered Capacity shall remain encumbered until it has either been reserved or released pursuant to the provisions of Section 6.10 of the Land Development Code of Mount Dora, Florida

(b) Solid Waste, Drainage and Stormwater. Neither this Agreement nor its exhibits shall be interpreted to operate as a temporary or permanent encumbrance or reservation of capacity with respect to solid waste, drainage and stormwater concurrency requirements. The City makes no guarantee whatsoever that solid waste, drainage and stormwater capacity is or will be available in adequate capacities for development of the Property with the future intended uses as set forth in the Vista Hills Final PUD Master Plan.

(c) Quality and Timing of Services. The City agrees that the utility services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local and federal governmental agencies having jurisdiction over the City. The City hereby agrees to provide the aforementioned water and sanitary sewer services to the Project within three (3) business days after Owner makes a written request for such service to the City. The Owner and the City acknowledge that, as of the Effective Date, there is no reuse capacity available in the City.

(d) Provision of Water and Electric During Construction. The City agrees to provide the Property with construction water during horizontal development of any portion of the Project and shall provide the Property with temporary power during horizontal and vertical construction of any portion of the Project pursuant to the City’s regular process for the provision of temporary construction water and electric.

(e) Responsibility for On-Site Utility Improvements. Owner shall obtain all necessary state, county and local permits required for construction, acceptance and operation of any onsite utility improvements necessary to serve the Project. Other than provision of the Stub-outs, no further offsite utility improvements are required for the City to serve the Project with water and sanitary sewer service. Owner shall be responsible for the costs to install all water lines, sewer lines and reclaim lines located within the boundaries of the Property which shall be of a size sufficient to service the Project.

(f) Connection of Utilities. All connections to the utilities shall be subject to the continuing operating rules and regulations of the City including, but not limited to, the periodic payment of water, wastewater and reclaimed water charges and fees as provided in the City’s rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, and development fees, if any. The rates and fees charged by the City for utilities and development shall be in accordance with its currently adopted rate schedule which shall be subject to change from time-to-time.

(g) Payment of Impact Fees. When building permits are pulled for development of the respective portions of the Project, the Owner (or its successors and/or assigns) shall be required to pay City impact fees at the rates in place at the time payment of the same is required pursuant to the City’s normal course of collection.

SECTION 7. MISCELLANEOUS.

(a) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or Parties, personal representatives, successors or assigns may require.

(b) Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Lake County, Florida.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their beneficiaries, heirs, successors and assigns and shall be deemed to “run with the land.”

(d) Force Majeure. The Parties shall use reasonable diligence to ultimately provide the herein listed improvements but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney’s fees (including costs or attorney’s fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the Parties. Such causes may include but shall not be limited to, acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority.

(e) Expiration. This Agreement shall expire simultaneously with the expiration date of the Vista Hills Final PUD Master Plan, to wit, March 20, 2028 (the “Termination Date”), as the same may be extended by mutual agreement of the parties, by operation of law or as may otherwise be provided pursuant to Florida law.

(f) Conflicts. If and to the extent there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any staff reports or summaries or letters of approval related to or pertaining to the Property, the terms and conditions of this Agreement shall control.

(g) Recording. This Agreement shall be recorded in the Public Records of Lake County, Florida by the Owner at the Owner’s sole expense.

(h) Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by a party hereunder or substantially increase the burden of any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

(i) Authority. Each party warrants to the others that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that, upon execution of this Agreement by the Parties, this Agreement shall be valid, binding and enforceable against such party and its successors and assigns by the other Parties and their respective successor and assigns.

(j) Venue. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida.

(k) Interpretation. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation.

(l) Time is of the Essence. Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective Parties to this Agreement.

(m) Captions. The captions or paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or meaning of this Agreement.

(n) Disclaimer of Third-Party Beneficiaries. No right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a formal party hereto, except any successors in interest to Owner or City, as the case may be.

(o) Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 8. NOTICES. All notices, demands, or other writings required or permitted to be given or made or sent in this Agreement, by any party to another, shall be in writing and shall be deemed fully given or made upon: (i) hand delivery to the person hereinafter designated by the recipient to receive such notices, demands or other writings; (ii) three (3) days after the date on which it was deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested and addressed to the recipient as hereinafter provided; or, (iii) one (1) day after the date on which it was delivered to Federal Express or other overnight delivery service for overnight delivery and addressed to the recipient as hereinafter provided, to wit:

If to City: City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

With Copy To: Patrick Brackins/Andrew Hand
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Parkway
Suite 100

Maitland, Florida 32751

If to Owner:

Route 46 Properties LLC
Attn: Charles Croson, Mgr.
1321 Tappie Toorie Circle
Lake Mary, FL 32746
Charles@Croson.com

With a copy to:

Juli S. James, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Ste. 1600
Orlando, FL 32801
jjames@shutts.com

[SIGNATURES ON FOLLOWING PAGES:
REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have made this Agreement and executed the same, each on the date set forth below its authorized signatory's signature.

CITY OF MOUNT DORA, FLORIDA

JAMES HOMICH, MAYOR

Date signed: _____

ATTEST:

JEANANN HAND,
CITY CLERK

Signature of Witness #1

Print or type name

Witness #1 Address

Signature of Witness #2

Print or type name

Witness #2 Address

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

PATRICK BRACKINS, CITY ATTORNEY

STATE OF FLORIDA §
COUNTY OF LAKE §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__ by Crissy Stile and Jeanann Hand, as Mayor and City Clerk, respectively, of the City of Mount Dora, Florida, who are personally known to me.

Signature of Notary Public
Printed Name: _____
Commission No.: _____
Commission Expires: _____

OWNER

ROUTE 46 PROPERTIES LLC
a Florida limited liability company

By: [Signature]
Charles Croson, Manager

Date signed: 10/29/24

[Signature]
Signature of Witness #1

Martha Cochran
Print or type name

4501 W Lake Mary Blvd
Witness #1 Address Lake Mary FL 32746

[Signature]
Signature of Witness #2

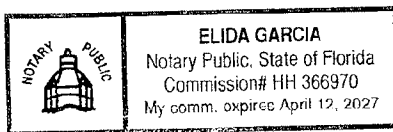
Julia M Bowen
Print or type name

4501 W Lake Mary Blvd
Witness #2 Address Lake Mary FL 32746

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Charles Croson, who is personally known to me or who produced
FL Drivers License as identification, and who did/did not take an oath
this 29 day of October, 2024.

(SEAL)



[Signature]
Signature of Notary Public
Printed Name: Elida Garcia
Commission No.: HH 366970
Commission Expires: April 12, 2027

Exhibit "A"

LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE

CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

Vista Hills

Final PUD Master Plan



Legal Description:

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5384, PAGE 3448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY THROUGH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 22260, PP 100279-1, FOR STATE ROAD NO. 38.

TRACT PART (C):

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD NO. 38, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 27 EAST, MORE PARTICULARLY REFERRED AS FOLLOWING: COMMENCE AT THE SOUTHWEST CORNER OF SECT 20, THENCE NORTH 70° 00' 00" E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, NORTH 70° 00' 00" E A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 70° 00' 00" E ALONG SAID LINE A DISTANCE OF 1233.40 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 10° 10' 00" E A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 38 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION HANDBOOK MAP RECORDED IN MAP BOOK 7, PAGE 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 52° 27' 00" W ALONG SAID LINE A DISTANCE OF 1308.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1775, PAGE 1285 "THE PUNKY BEYOND 2" LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR SAID ROAD AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 22260, PP 100279-1, DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2" DIAMETER CONCRETE MONUMENT WITH A BRASS NAIL IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECT 20, TOWNSHIP 30 NORTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 22260, PP 100279-1; THENCE SOUTH 70° 00' 00" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 3005.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 27; SAID CORNER BEING LOCATED NORTH 70° 00' 00" E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 27 EAST, 3.15 FEET FROM THE CENTRELINE OF QUINCY OF STATE ROAD ALAT CORNER BEING 30.45 SHOWN ON SAID RIGHT OF WAY MAP; THENCE NORTH 30° 00' 00" W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD NO. 38 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID CORNER RIGHT OF WAY LINE NORTH 70° 00' 00" E ALONG SAID EAST LINE 1308.15 FEET; THENCE DEPARTING SAID EAST LINE NORTH 31° 11' 00" E A DISTANCE OF 437.30 FEET; THENCE NORTH 70° 00' 00" E A DISTANCE OF 1296.30 FEET; THENCE SOUTH 10° 10' 00" E A DISTANCE OF 1296.30 FEET TO A POINT ON A LINE 362.30 FEET LONG AND PARALLEL TO SAID CENTRELINE; THENCE DEPARTING ALONG SAID PARALLEL LINE 1308.15 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 70° 00' 00" E TO A POINT ON A LINE 1233.40 FEET LONG AND PARALLEL TO SAID CENTRELINE; THENCE DEPARTING ALONG SAID PARALLEL LINE 1233.40 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 70° 00' 00" E TO A POINT ON A LINE 142.00 FEET LONG AND PARALLEL TO SAID CENTRELINE; THENCE DEPARTING ALONG SAID PARALLEL LINE 142.00 FEET TO A POINT ON A LINE LOCATED NORTH 70° 00' 00" E 142.00 FEET FROM A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD NO. 38 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID PARALLEL LINE NORTH 70° 00' 00" E A DISTANCE OF 1296.30 FEET; THENCE SOUTH 10° 10' 00" E A DISTANCE OF 1296.30 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 70° 00' 00" E ALONG SAID EAST LINE 84.15 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING COURSE (1) COURSE: SOUTH 81° 24' 00" W 253.30 FEET; THENCE SOUTH 72° 27' 00" E 730.00 FEET; THENCE SOUTH 51° 14' 00" E 1296.30 FEET TO A POINT OF BEGINNING.

AllKeys: 1446392, 3636163



Location Map

Project Overview:

Total Acres: 33.98 Acres+
Wetlands: .8 Acres+
Usable Acres: 33.9 Acres+
Open Space: 8.55 Acres+

Proposed Use: Multi-Family With
Apartments/Commercial

Sheet 1	Title
Sheet 2	Location Map
Sheet 3	Master Plan
Sheet 4	Survey
Sheet 5	Niles Rd
Sheet 6	Dual Blvd.
Sheet 7	Utility Plan
Sheet 8	Residential Amenities
Sheet 9	Residential Elevations
Sheet 10	Commercial Elevations
Sheet 11	Proposed Signage
Sheet 12	Tree Removal: Entire Site
Sheet 13	Tree Removal: Northwest Multifamily
Sheet 14	Tree Removal: Northeast Multifamily
Sheet 15	Tree Removal: Niles Road
Sheet 16	Tree Removal: Commercial Parcel
Sheet 17	Tree Removal: Excel Chart
Sheet 18	Landscape Plan: Entire Site
Sheet 19	Landscape Plan: Buffers
Sheet 20	Landscape Plan: Northwest Multifamily
Sheet 21	Landscape Plan: Northeast Multifamily
Sheet 22	Landscape Plan: Niles Road
Sheet 23	Landscape Plan: Commercial Parcel

Vista Hills

Final PUD Master Plan

Mt. Dora, FL



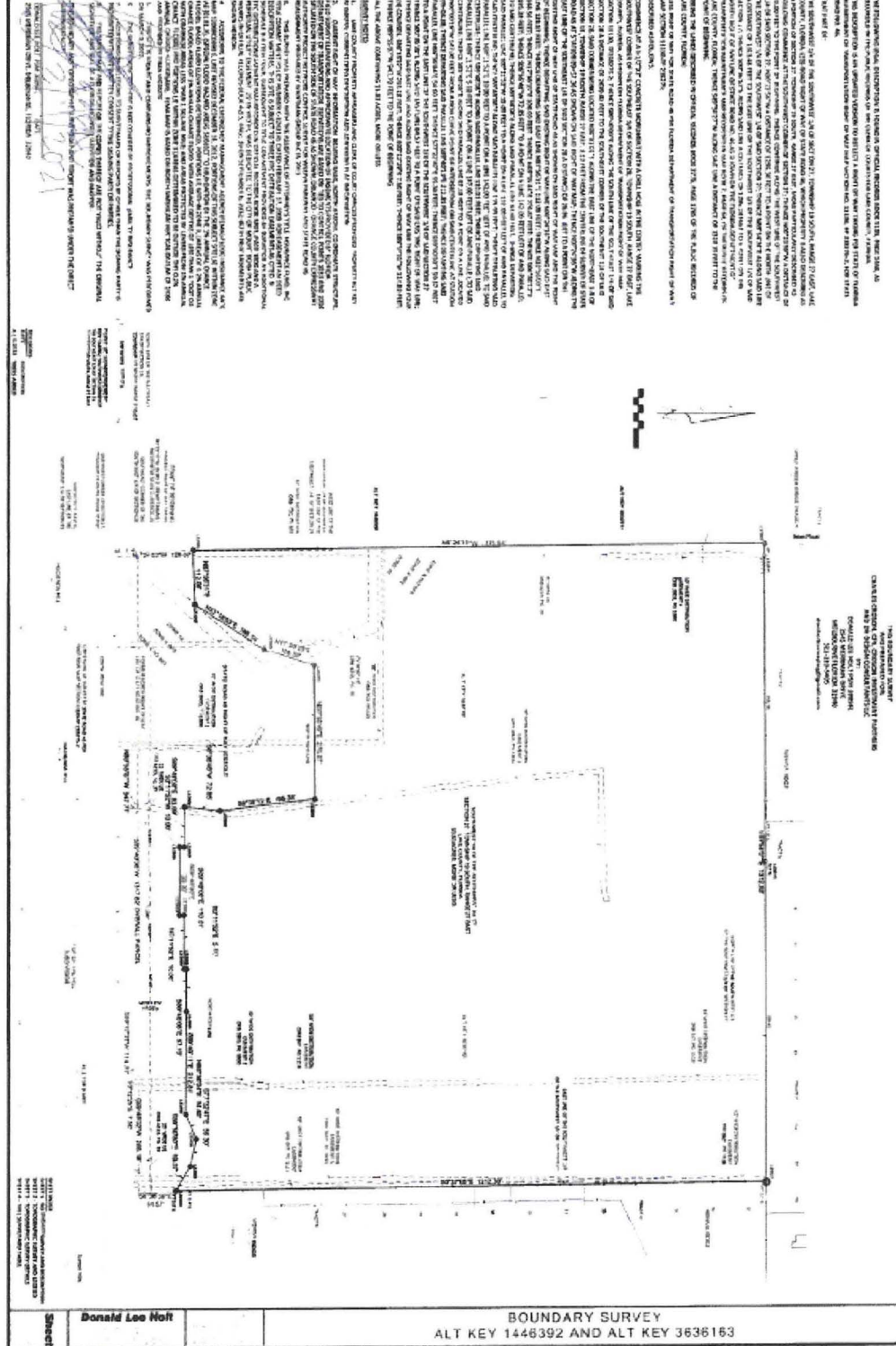
Vista Hills
 Final PUD Master Plan
 Location & Adjacent Road Network



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March 19, 2024 City Council Regular Session Agenda Packet Mt. Dora, FL

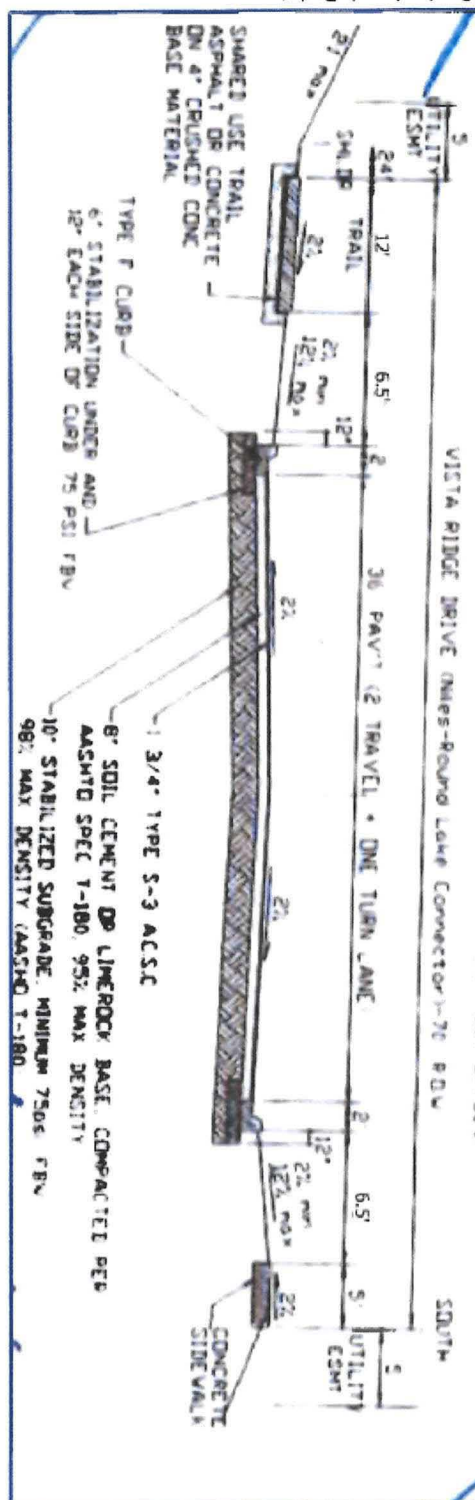
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Vista Hills
Final PUD Master Plan
Survey
Mt. Dora, FL

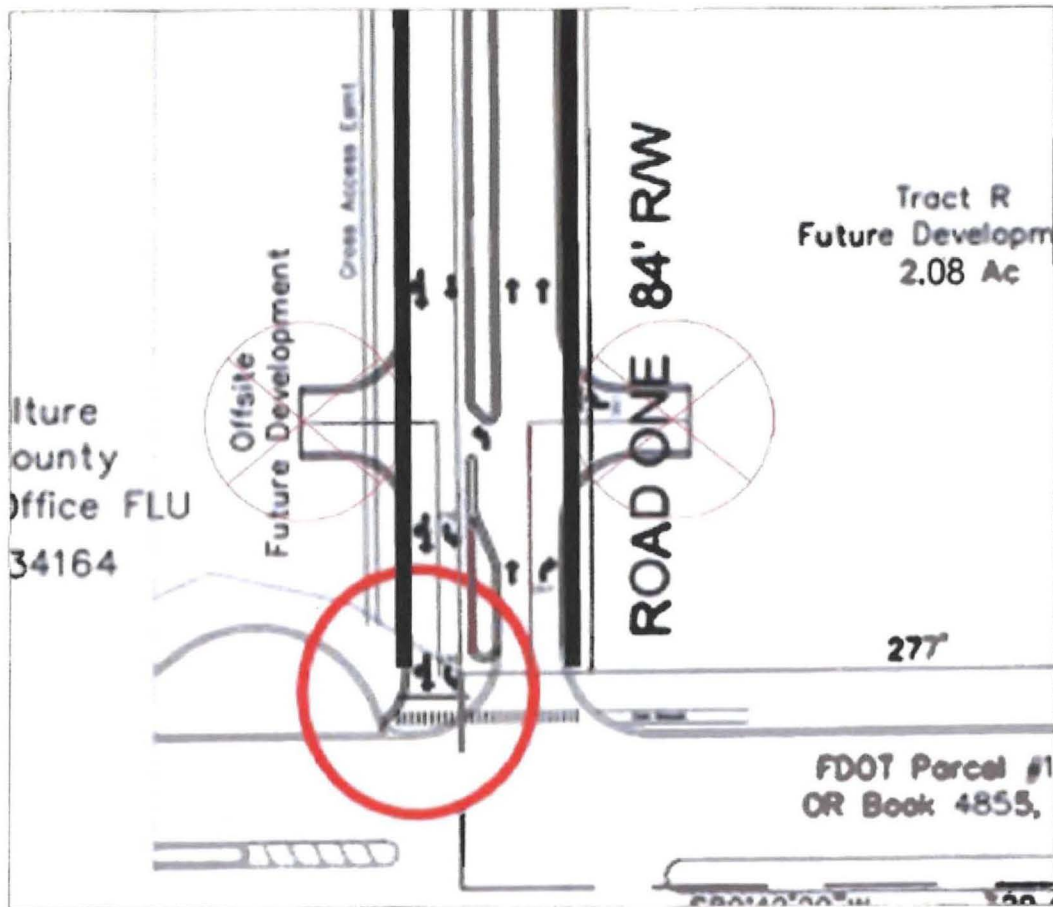
LRPG
Urban & Regional Planners, Inc.
1000 West Main Street, Suite 100
Mt. Dora, FL 32757
Phone: 352.385.1111
Fax: 352.385.1112
www.lrpc.com

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Vista Hills
Final PUD Master Plan
Niles Road
Mt. Dora, FL





Monticello Street Lights



25' Poles

100' on Center or Required Illumination

Vista Hills
Final PUD Master Plan
Dual Boulevard Entrance

LRPG
Urban & Regional Planners, Inc.
1000 Central Expressway, Suite 100, Ft. Lauderdale, FL 33304
(954) 561-1000
www.lrpg.com

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Vista Hills
Final PUD Master Plan
Utility Plan



March 19, 2024 City Council Regular Session Agenda Packet Mt. Dora, FL

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Community Trails



Grill



Pickleball



Fitness Center



Fitness Center



Tennis



Playground



Dog Park

Vista Hills

Final PUD Master Plan
Residential Amenities

March 19, 2024 City Council Regular Session Agenda Packet

Mt. Dora, FL



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EXTERIOR ELEVATION



CONCEPTUAL ELEVATION
WEKIVA HILLS APARTMENTS
 22-028

8.24.22



Vista Hills
 Final PUD Master Plan
 Residential Elevations
 Mt. Dora, FL



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COMMERCIAL ELEVATION



CONCEPTUAL ELEVATION
WEKIVA HILLS APARTMENTS
22-028

8.24.22

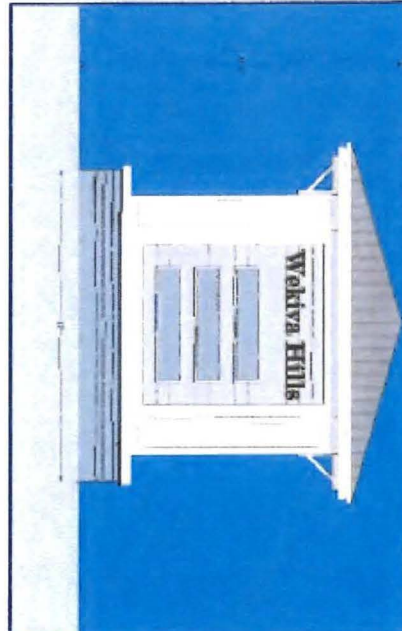
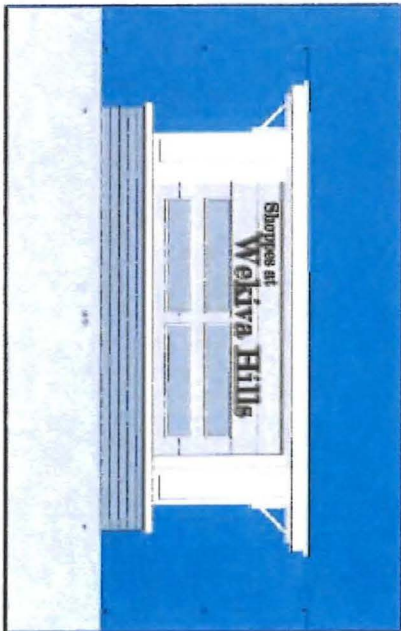
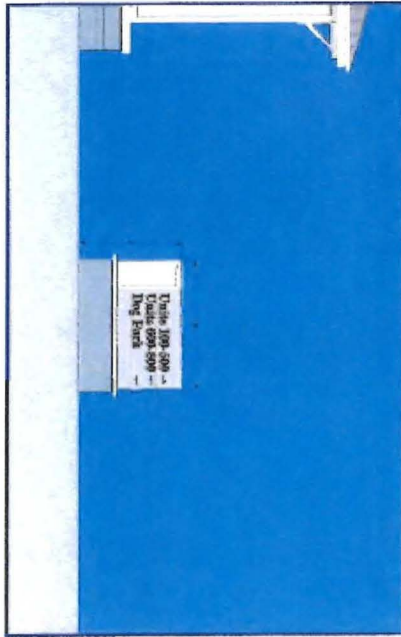


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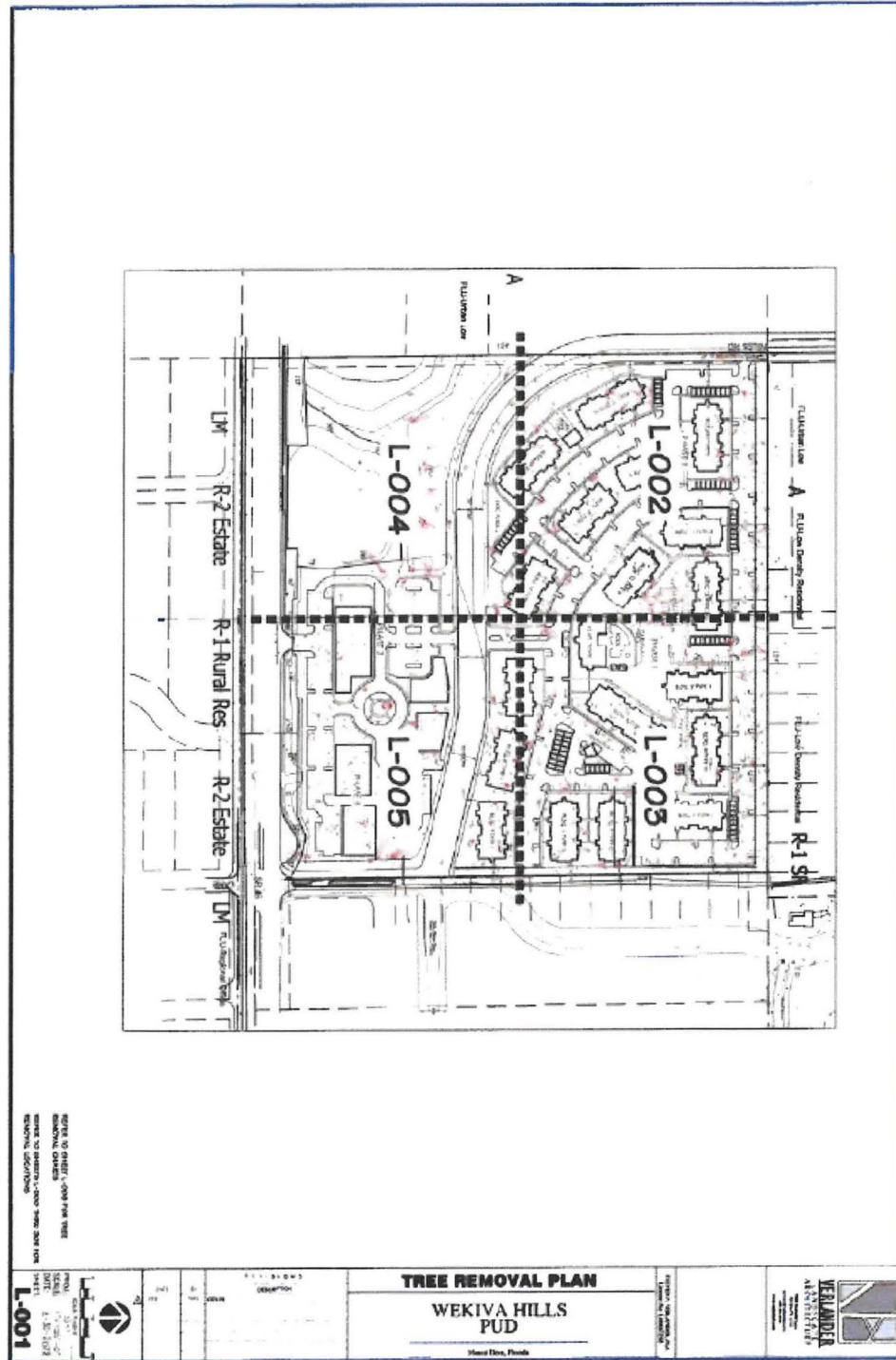
Urban & Regional Planners, Inc.
1105 Corporate Ave., Suite 1100
Palm Beach, FL 33480
PH: 561.855.1100
FAX: 561.855.1101

Vista Hills
Final PUD Master Plan
Commercial Elevations
Mt. Dora, FL



Vista Hills
Final PUD Master Plan
Proposed Signage
Mt. Dora, FL

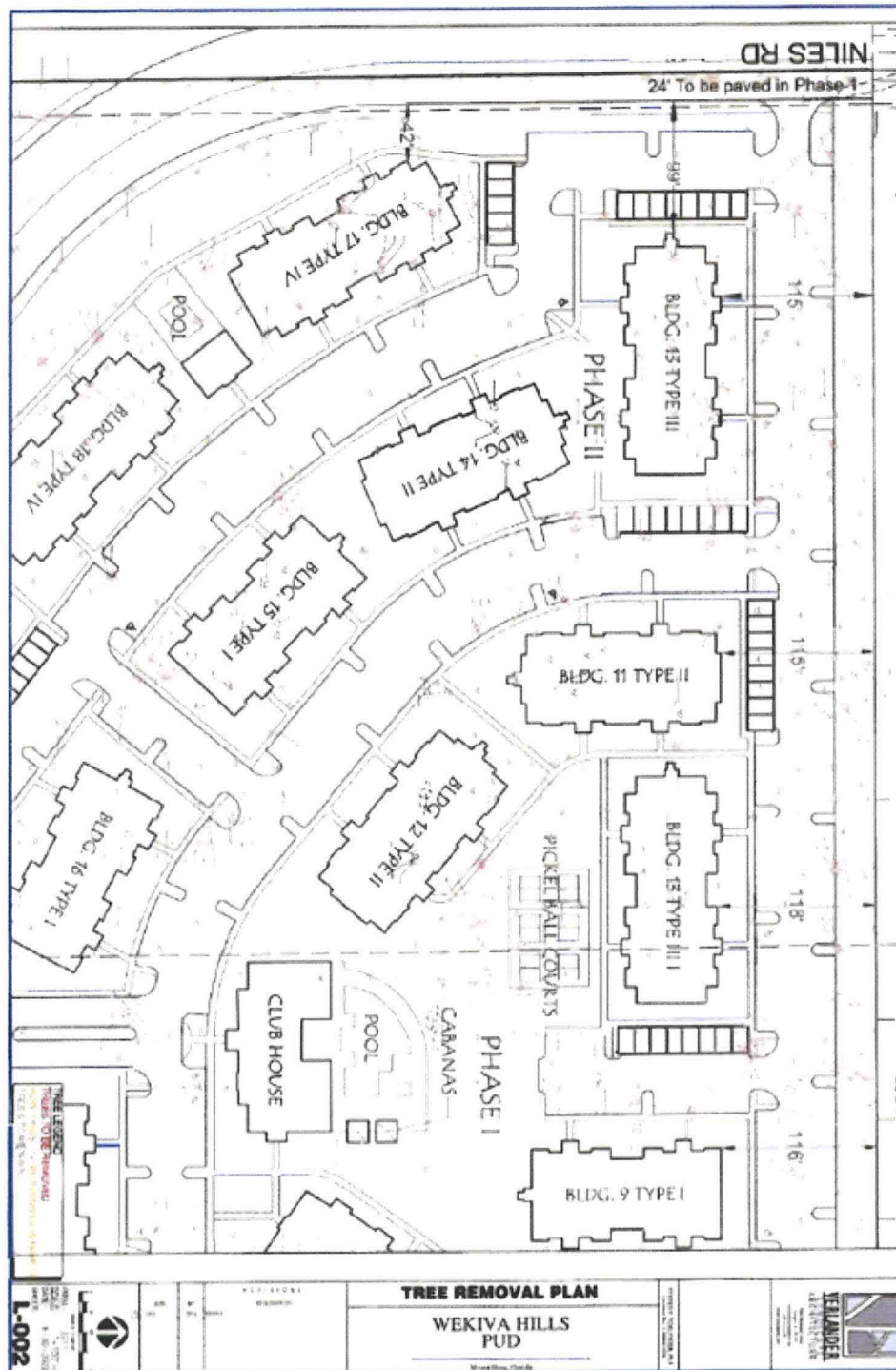




Vista Hills
 Final PUD Master Plan
 Tree Removal: Entire Site
 Mt. Dora, FL

LRPG
 Urban & Regional Planners, Inc.
 1340 GOLF AVENUE - MT. DORA, FL 32757
 (352) 298-1100 FAX (352) 298-1101
 P.O. BOX 1000
 MT. DORA, FL 32757

12/23



Vista Hills

Final PUD Master Plan

Tree Removal Northwest Multifamily Parcel

Mt. Dora, FL

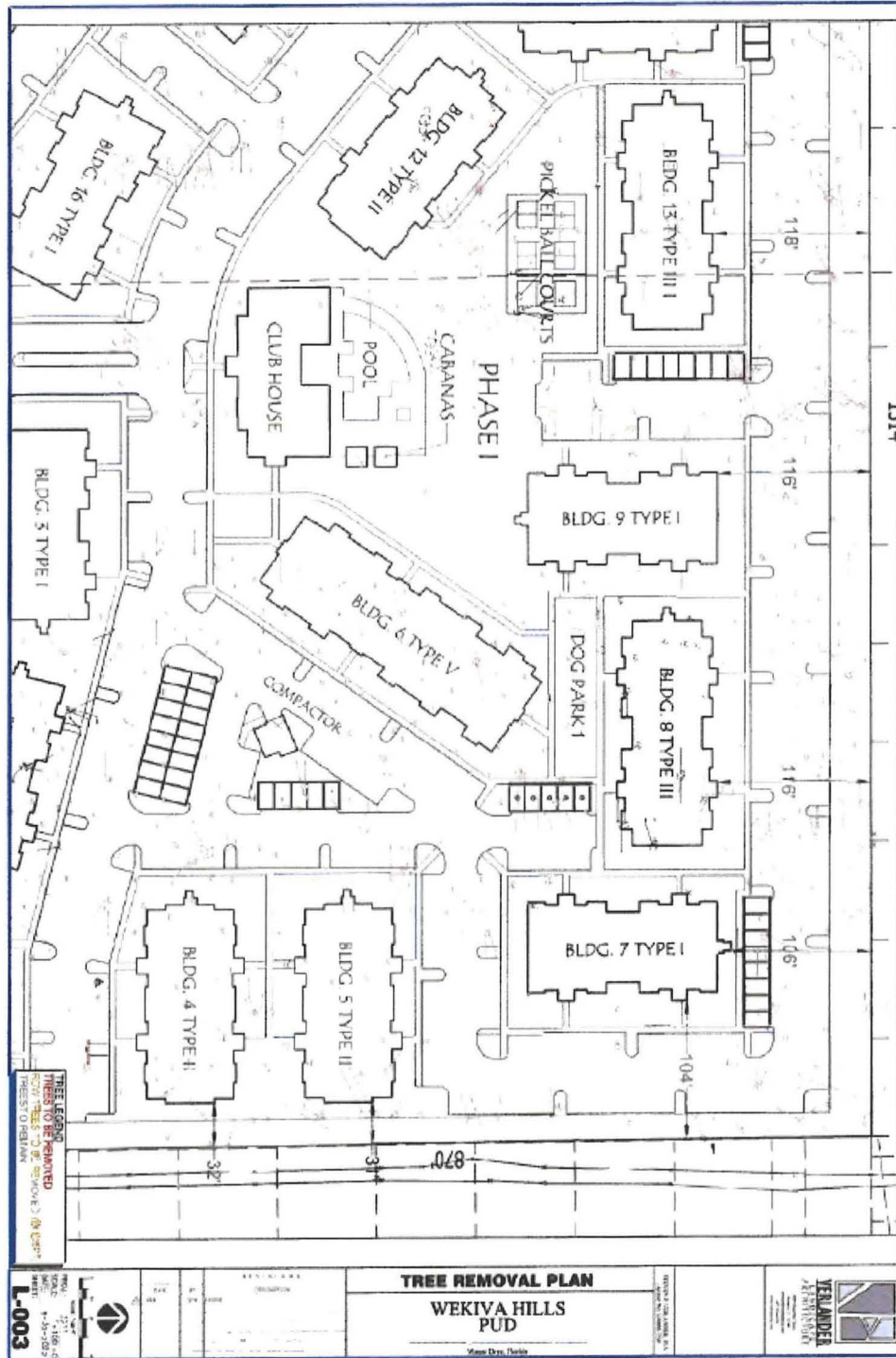


Urban & Regional Planners, Inc.
1100 CAMP MEYER - MT. DORA, FL 32825
(888) 451-1100
www.urpg.com

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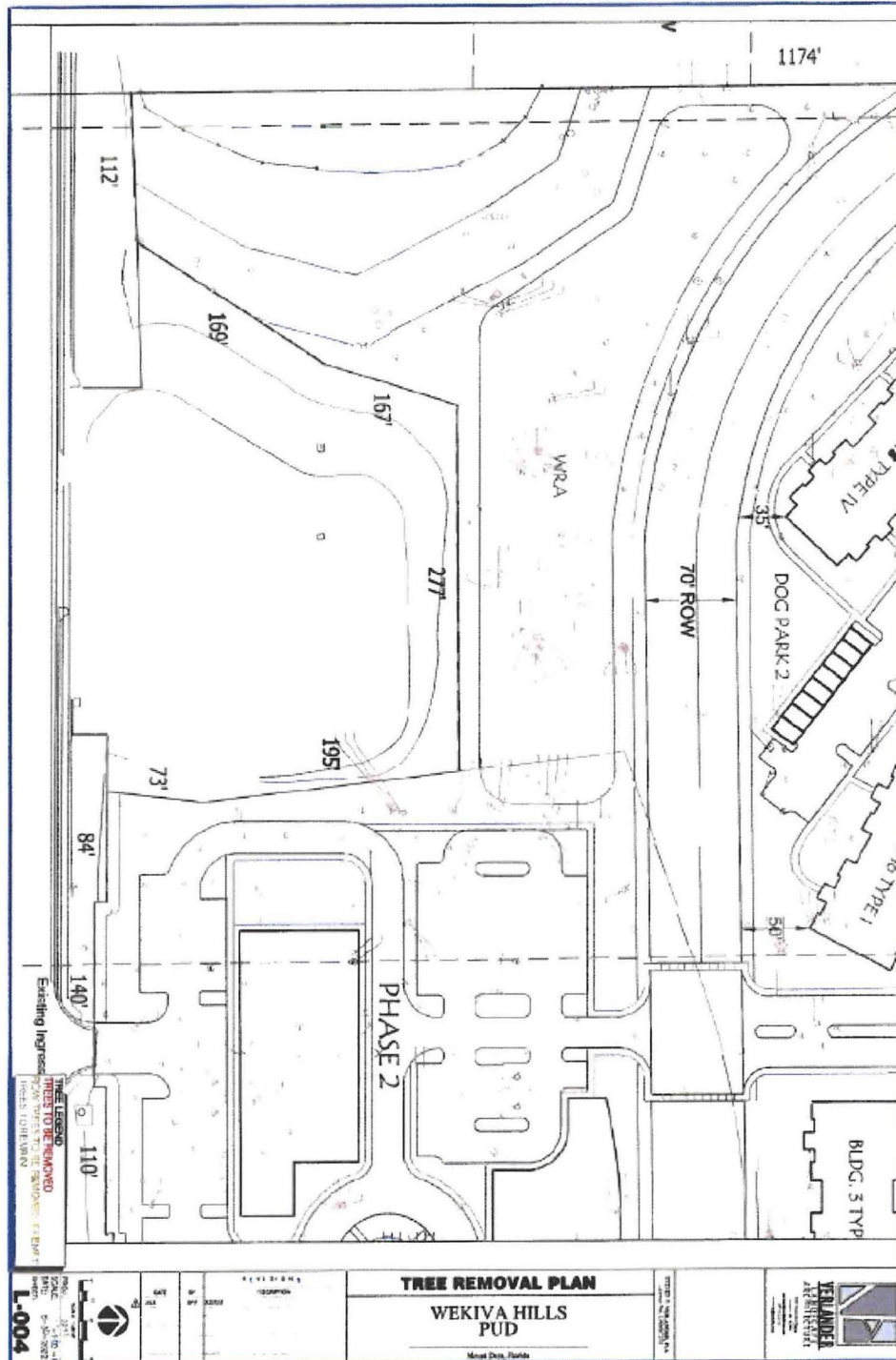
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Vista Hills
Final PUD Master Plan
Tree Removal: Northeast Multifamily Parcel
Mt. Dora, FL





Vista Hills
 Final PUD Master Plan
 Tree Removal: Niles Rd
 Mt. Dora, FL



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 23

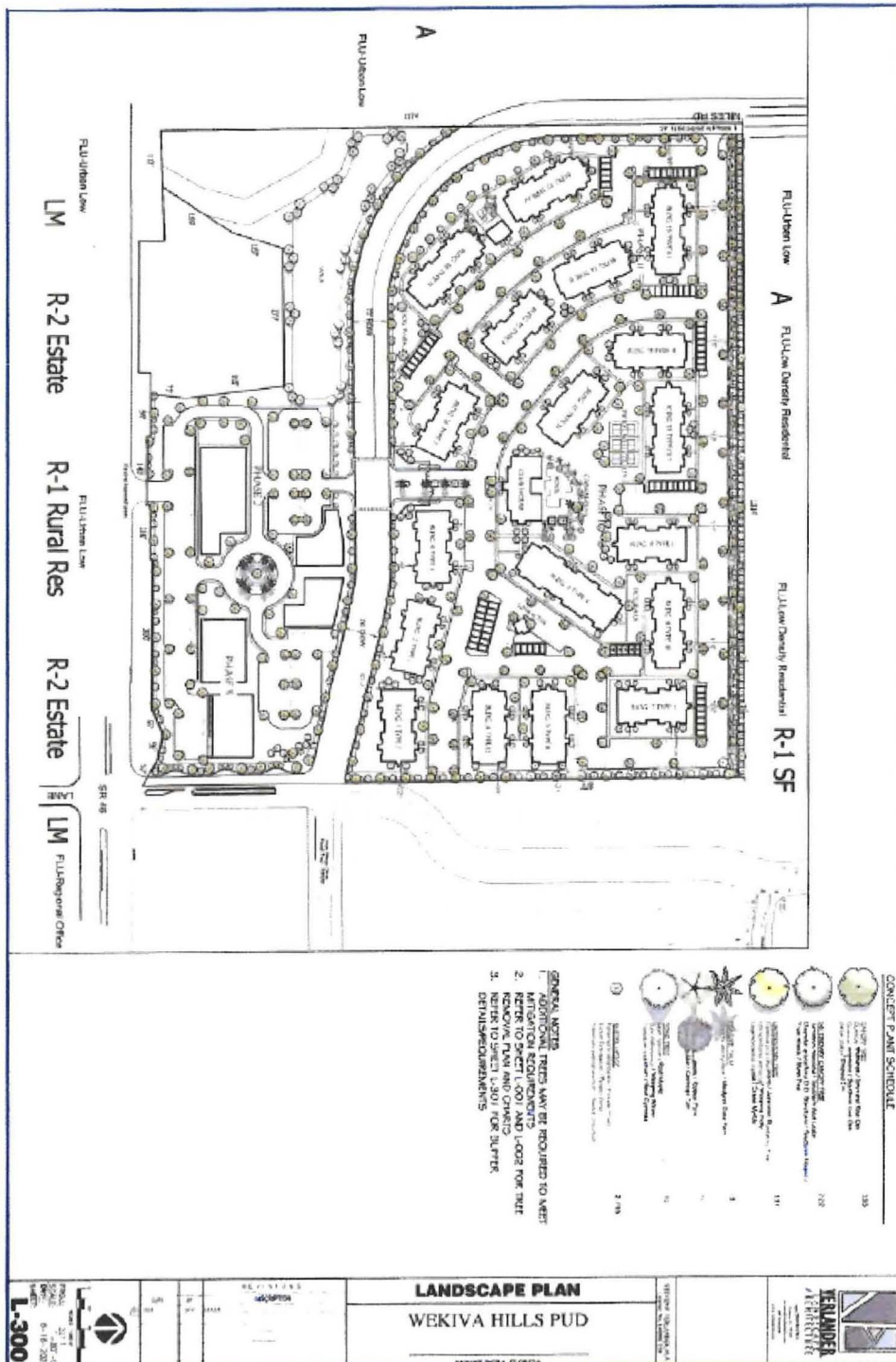


Mt. Dora, FL



The General Chart

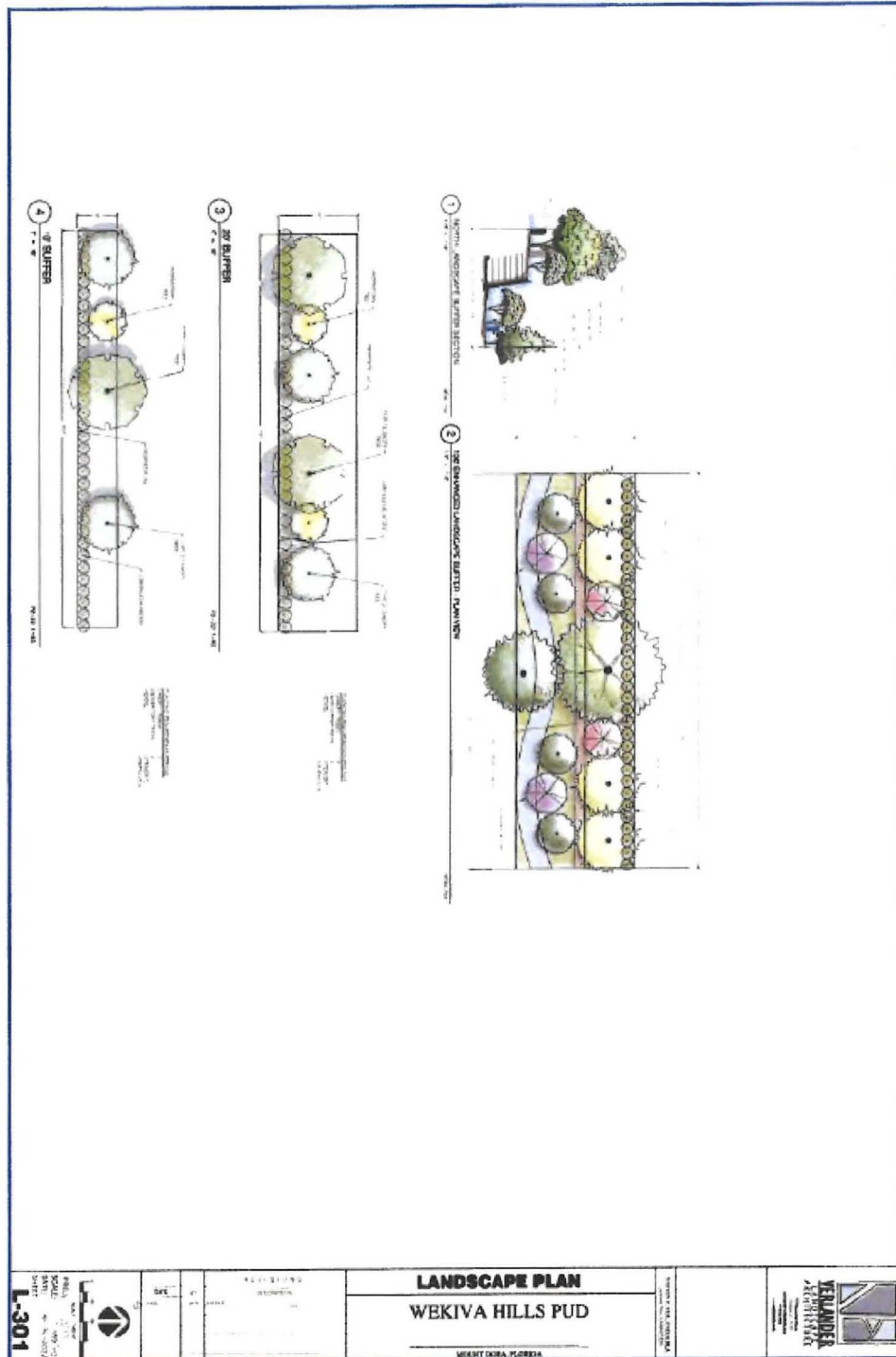
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Vista Hills
Final PUD Master Plan
Landscape Plan: Entire Site
Mt. Dora, FL

LRPG
Urban & Regional Planners, Inc.
1140 CORP AVENUE - MT. DORA, FL 32757
(352) 395-1140 FAX (352) 395-4124
www.lrpc.com

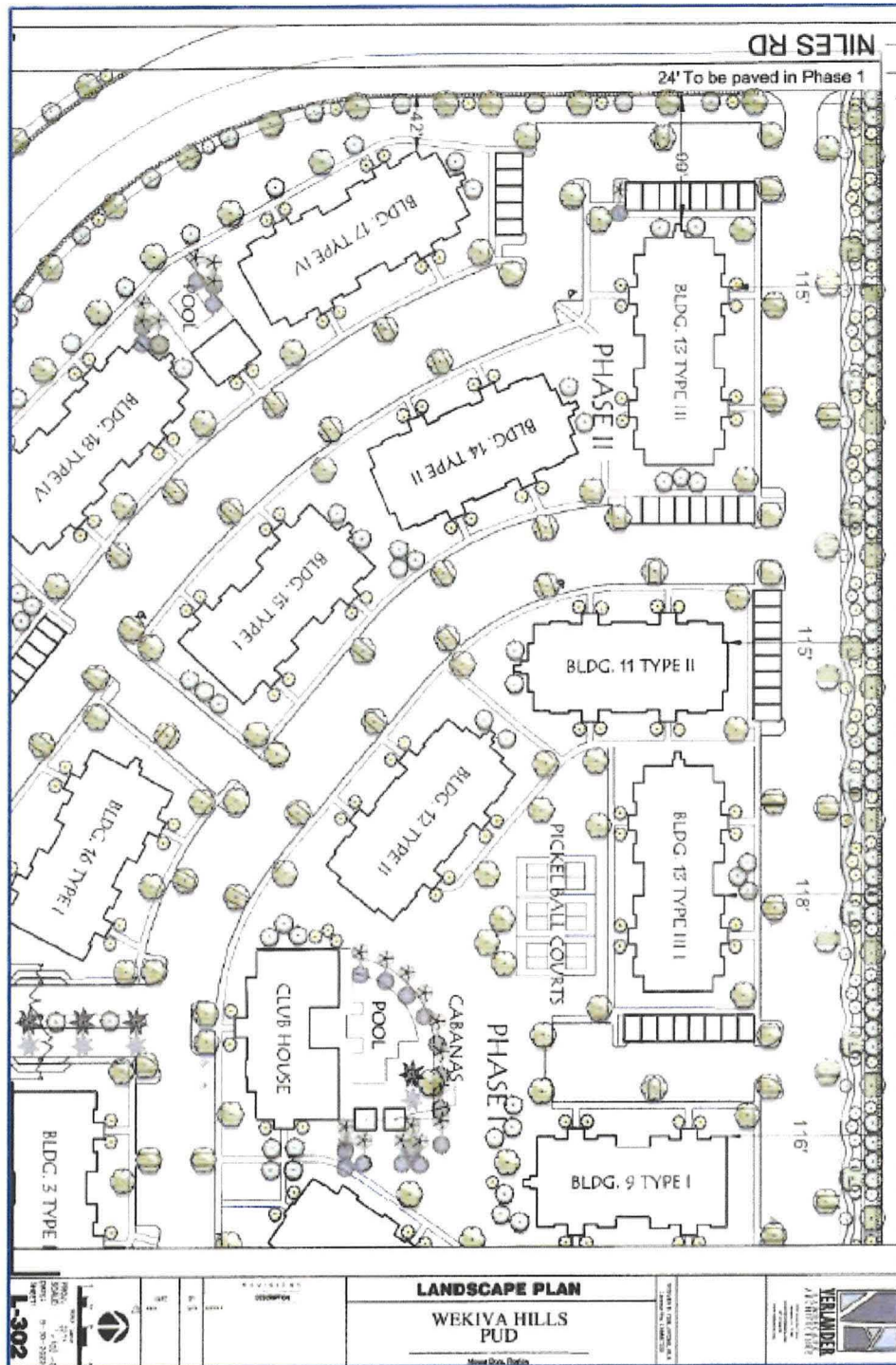
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Vista Hills
Final PUD Master Plan
Landscape Plan: Buffers
Mt. Dora, FL

LRPG
Urban & Regional Planners, Inc.
1300 COMPASS BLVD., SUITE 200, DORA, FL 32827
TEL: 407.291.1111 FAX: 407.291.1112
WWW.LRPG.COM

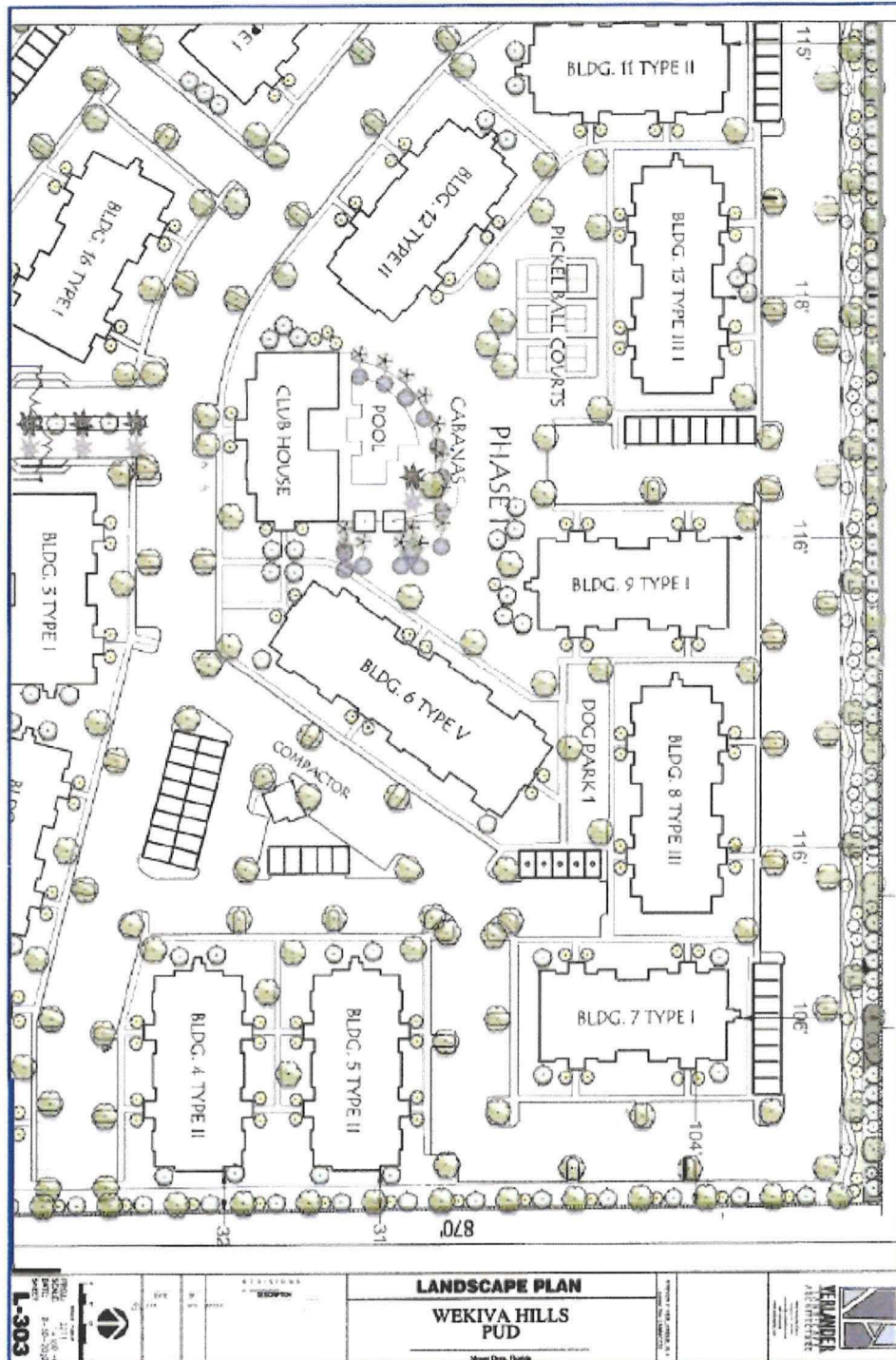
19 of 23



Vista Hills
Final PUD Master Plan
Landscape Plan: Northwest
Mt. Dora, FL



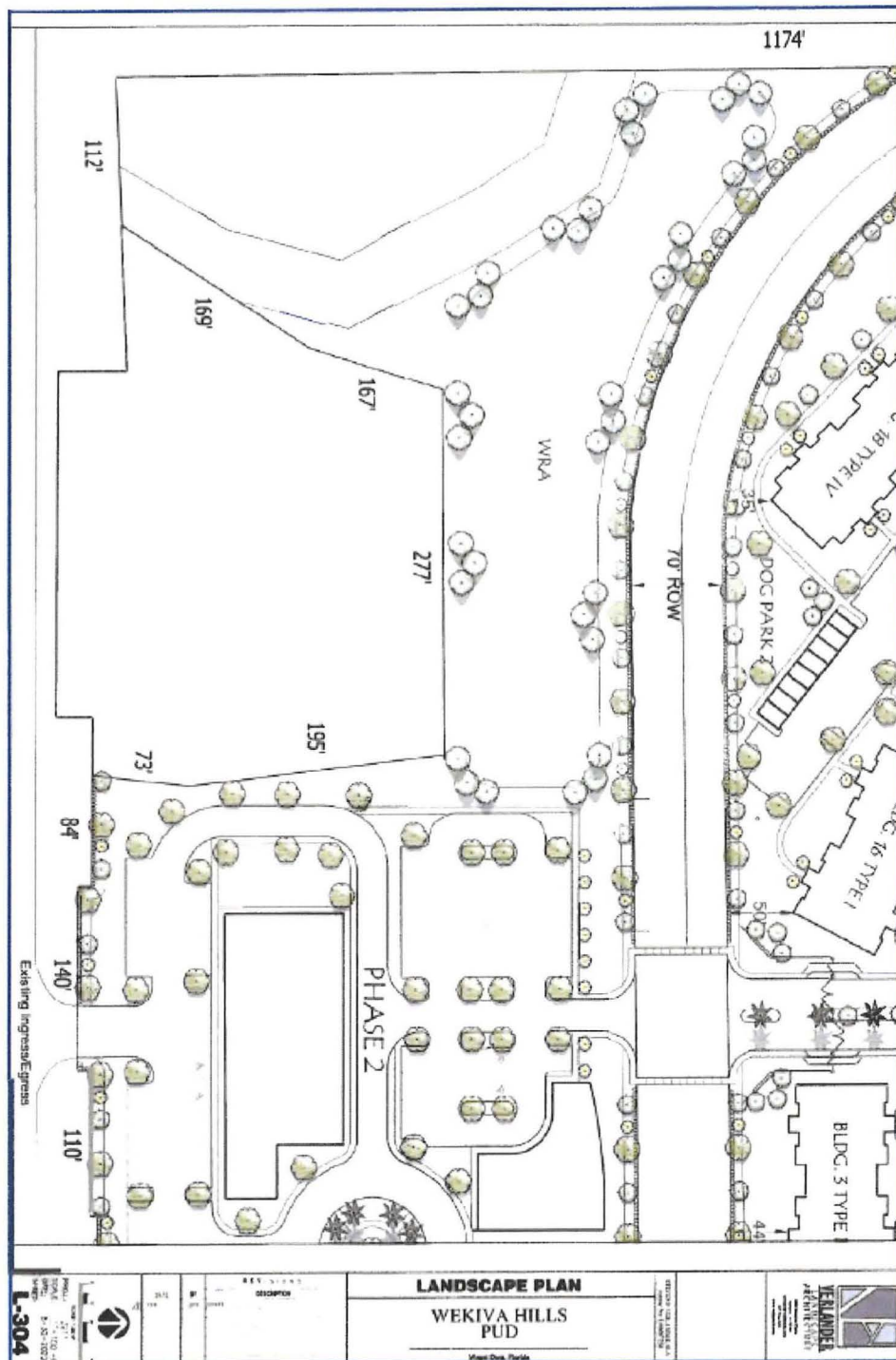
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Vista Hills
 Final PUD Master Plan
 Landscape Plan: Northeast
 Mt. Dora, FL



21
of
23



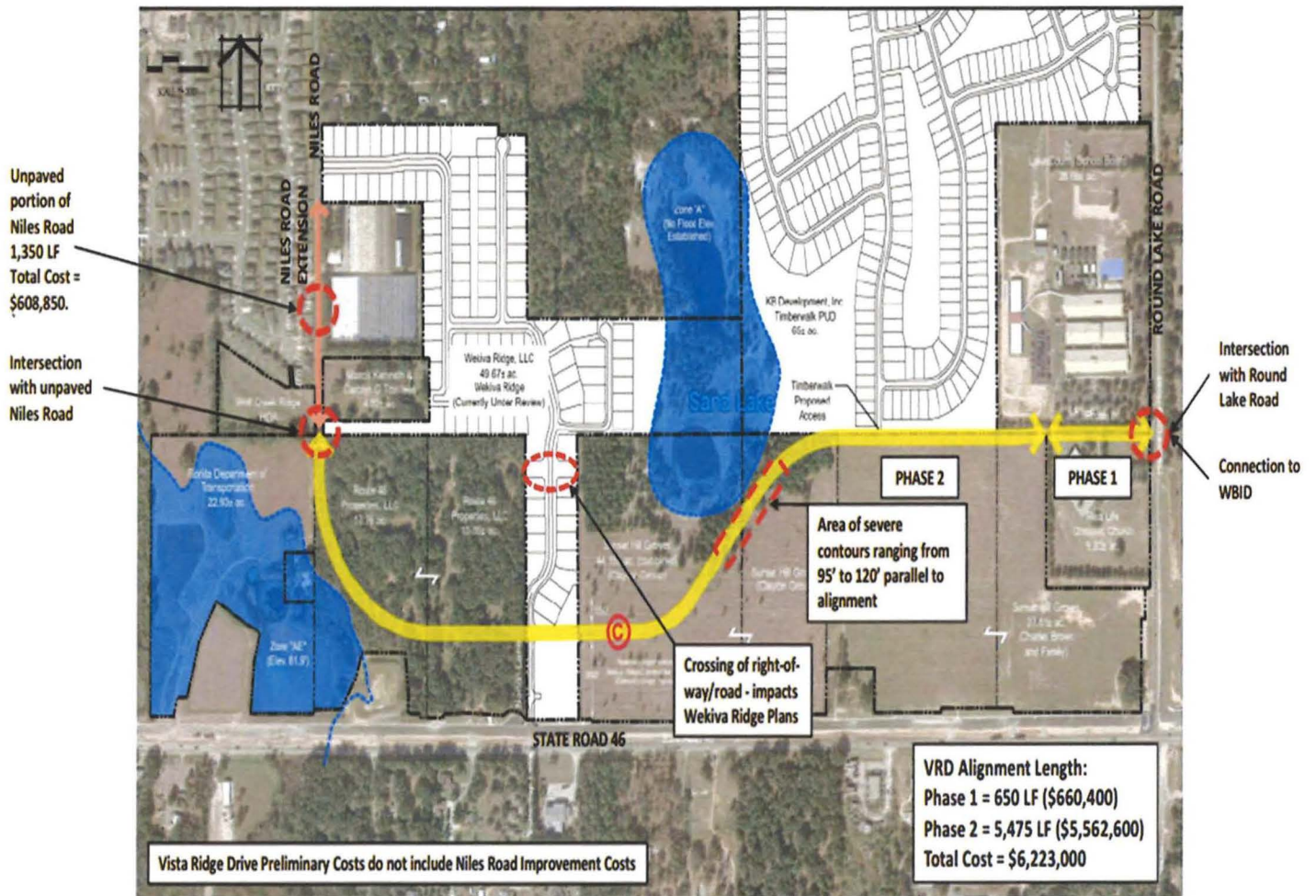
Vista Hills
 Final PUD Master Plan
 Landscape Plan: Niles Road
 Mt. Dora, FL



22
 23

Exhibit "C"

Option C-Alternative Alignment



OPTION C - ALTERNATIVE

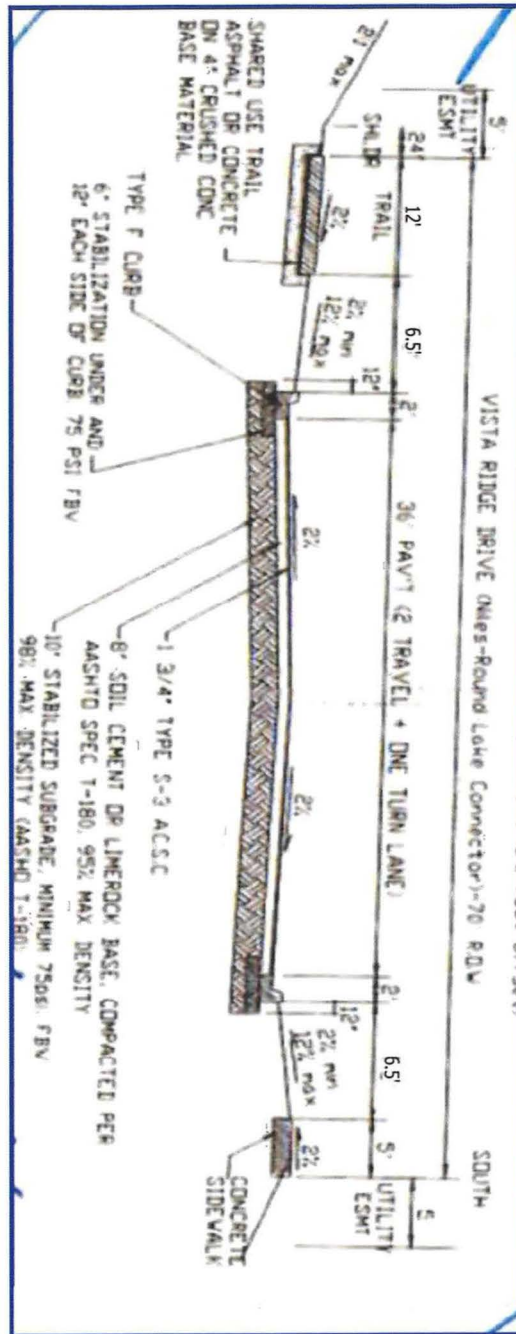


VISTA RIDGE DRIVE ALIGNMENT STUDY

18

Exhibit "D"

Vista Ridge Drive (Niles-Round Lake Connector) 70' ROW Cross Section



Vista Hills
Final PUD Master Plan
Niles Road
Mt. Dora, FL

LRPG
Urban & Regional Planners, Inc.
1363 CAMP AVENUE - MT. DORA, FL 32757
(352) 301-1541 FAX (352) 301-4521
PROJ.: 18751
DATE: 11/14/2022

5 of 23

The plan shows a residential development with several building footprints and associated Finished Floor Elevation (FFE) areas. Key features include:

- POND 1** and **POND 2** (highlighted with a red border).
- FFE areas labeled with elevations: 128.67, 129.67, 131.00, 132.67, 133.67, 135.00, 136.67, 140.67, 141.17, 142.67, 143.67, 145.67, 146.67, 147.67, 148.67, 149.67, 150.67, 151.67, 152.67, 153.67, 154.67, 155.67, 156.67, 157.67, 158.67, 159.67, 160.67, 161.67, 162.67, 163.67, 164.67, 165.67, 166.67, 167.67, 168.67, 169.67, 170.67, 171.67, 172.67, 173.67, 174.67, 175.67, 176.67, 177.67, 178.67, 179.67, 180.67, 181.67, 182.67, 183.67, 184.67, 185.67, 186.67, 187.67, 188.67, 189.67, 190.67, 191.67, 192.67, 193.67, 194.67, 195.67, 196.67, 197.67, 198.67, 199.67, 200.67, 201.67, 202.67, 203.67, 204.67, 205.67, 206.67, 207.67, 208.67, 209.67, 210.67, 211.67, 212.67, 213.67, 214.67, 215.67, 216.67, 217.67, 218.67, 219.67, 220.67, 221.67, 222.67, 223.67, 224.67, 225.67, 226.67, 227.67, 228.67, 229.67, 230.67, 231.67, 232.67, 233.67, 234.67, 235.67, 236.67, 237.67, 238.67, 239.67, 240.67, 241.67, 242.67, 243.67, 244.67, 245.67, 246.67, 247.67, 248.67, 249.67, 250.67, 251.67, 252.67, 253.67, 254.67, 255.67, 256.67, 257.67, 258.67, 259.67, 260.67, 261.67, 262.67, 263.67, 264.67, 265.67, 266.67, 267.67, 268.67, 269.67, 270.67, 271.67, 272.67, 273.67, 274.67, 275.67, 276.67, 277.67, 278.67, 279.67, 280.67, 281.67, 282.67, 283.67, 284.67, 285.67, 286.67, 287.67, 288.67, 289.67, 290.67, 291.67, 292.67, 293.67, 294.67, 295.67, 296.67, 297.67, 298.67, 299.67, 300.67, 301.67, 302.67, 303.67, 304.67, 305.67, 306.67, 307.67, 308.67, 309.67, 310.67, 311.67, 312.67, 313.67, 314.67, 315.67, 316.67, 317.67, 318.67, 319.67, 320.67, 321.67, 322.67, 323.67, 324.67, 325.67, 326.67, 327.67, 328.67, 329.67, 330.67, 331.67, 332.67, 333.67, 334.67, 335.67, 336.67, 337.67, 338.67, 339.67, 340.67, 341.67, 342.67, 343.67, 344.67, 345.67, 346.67, 347.67, 348.67, 349.67, 350.67, 351.67, 352.67, 353.67, 354.67, 355.67, 356.67, 357.67, 358.67, 359.67, 360.67, 361.67, 362.67, 363.67, 364.67, 365.67, 366.67, 367.67, 368.67, 369.67, 370.67, 371.67, 372.67, 373.67, 374.67, 375.67, 376.67, 377.67, 378.67, 379.67, 380.67, 381.67, 382.67, 383.67, 384.67, 385.67, 386.67, 387.67, 388.67, 389.67, 390.67, 391.67, 392.67, 393.67, 394.67, 395.67, 396.67, 397.67, 398.67, 399.67, 400.67, 401.67, 402.67, 403.67, 404.67, 405.67, 406.67, 407.67, 408.67, 409.67, 410.67, 411.67, 412.67, 413.67, 414.67, 415.67, 416.67, 417.67, 418.67, 419.67, 420.67, 421.67, 422.67, 423.67, 424.67, 425.67, 426.67, 427.67, 428.67, 429.67, 430.67, 431.67, 432.67, 433.67, 434.67, 435.67, 436.67, 437.67, 438.67, 439.67, 440.67, 441.67, 442.67, 443.67, 444.67, 445.67, 446.67, 447.67, 448.67, 449.67, 450.67, 451.67, 452.67, 453.67, 454.67, 455.67, 456.67, 457.67, 458.67, 459.67, 460.67, 461.67, 462.67, 463.67, 464.67, 465.67, 466.67, 467.67, 468.67, 469.67, 470.67, 471.67, 472.67, 473.67, 474.67, 475.67, 476.67, 477.67, 478.67, 479.67, 480.67, 481.67, 482.67, 483.67, 484.67, 485.67, 486.67, 487.67, 488.67, 489.67, 490.67, 491.67, 492.67, 493.67, 494.67, 495.67, 496.67, 497.67, 498.67, 499.67, 500.67, 501.67, 502.67, 503.67, 504.67, 505.67, 506.67, 507.67, 508.67, 509.67, 510.67, 511.67, 512.67, 513.67, 514.67, 515.67, 516.67, 517.67, 518.67, 519.67, 520.67, 521.67, 522.67, 523.67, 524.67, 525.67, 526.67, 527.67, 528.67, 529.67, 530.67, 531.67, 532.67, 533.67, 534.67, 535.67, 536.67, 537.67, 538.67, 539.67, 540.67, 541.67, 542.67, 543.67, 544.67, 545.67, 546.67, 547.67, 548.67, 549.67, 550.67, 551.67, 552.67, 553.67, 554.67, 555.67, 556.67, 557.67, 558.67, 559.67, 560.67, 561.67, 562.67, 563.67, 564.67, 565.67, 566.67, 567.67, 568.67, 569.67, 570.67, 571.67, 572.67, 573.67, 574.67, 575.67, 576.67, 577.67, 578.67, 579.67, 580.67, 581.67, 582.67, 583.67, 584.67, 585.67, 586.67, 587.67, 588.67, 589.67, 590.67, 591.67, 592.67, 593.67, 594.67, 595.67, 596.67, 597.67, 598.67, 599.67, 600.67, 601.67, 602.67, 603.67, 604.67, 605.67, 606.67, 607.67, 608.67, 609.67, 610.67, 611.67, 612.67, 613.67, 614.67, 615.67, 616.67, 617.67, 618.67, 619.67, 620.67, 621.67, 622.67, 623.67, 624.67, 625.67, 626.67, 627.67, 628.67, 629.67, 630.67, 631.67, 632.67,

November 19, 2024 City Council Regular Session Agenda Packet



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement Under Lee County For Purchase and Installation of the Phoenix G2 Automated Fire Station Alerting System

Introduction:

This is a request for Council to approve a piggyback agreement under Lee County with Honeywell for the Purchase and Installation of the Phoenix G2 Automated Fire State Alerting System.

Discussion:

The Fire Department is requesting approval of a piggyback agreement for a contract between Lee County, Florida and Honeywell International, Inc. to purchase Fire Station Alerting and Automation System that will be installed at Fire Station 35. The Phoenix G2 Station Alerting System is an advanced technology that enhances emergency response times by efficiently notifying fire personnel with clear, precise, and rapid alerts. Implementing this system will improve service delivery by reducing turnout times and ensuring faster response to emergencies. The system will be seamlessly integrated with Lake County Fire Rescue Dispatch, ensuring that emergency alerts and dispatch information are transmitted directly and efficiently to fire stations.

Budget Impact:

Purchase and installation of the system will be \$75,582.57 and will come from the Fire Assessment Bond.

Strategic Impact:

Goal 5: Public Safety

Recommendation:

Council approve a piggyback agreement under Lee County with Honeywell for the Purchase and Installation of the Phoenix G2 Automated Fire State Alerting System.

Attachment(s):

1. Honeywell Piggyback Agreement - Fire Station (FINAL)(11.08.2024)

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/13/2024

Approved - 11/13/2024

Approved - 11/13/2024

Approved - 11/13/2024

Final Approval - 11/13/2024

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **HONEYWELL GLOBAL FINANCE, LLC, d/b/a/ HONEYWELL INTERNATIONAL, INC.**, a foreign limited liability company authorized to do business in the State of Florida, whose address is 855 S. Mint Street, Charlotte, North Carolina 28202, (the “CONTRACTOR”) (collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Fire Station Alert and Dispatch Automation System Agreement between Lee County, Florida, and CONTRACTOR, dated December 11, 2023, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by Lee County through the County’s RFP230172CJV, attached hereto as **Exhibit “B”** and made a binding part hereof by this reference (collectively referred to hereinafter as the “Original Contract Documents”); and

WHEREAS, CONTRACTOR has exhibited in its response to said solicitation that it can provide the services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through and including eighteen months, May 19, 2026, plus the warranty period provided in the Original Contract Documents (**Exhibits “A” and “B”**) and may be terminated by the CITY at any time with at least thirty (30) days’ written notice.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, and services to the CITY as set forth in the Original Contract Documents, and pricing as set forth in the Honeywell Pricing Quotation to the Mount Dora Fire Department, attached hereto as **Exhibit “C”** and incorporated herein. The CITY understands that the pricing provided is the current pricing under the Underlying Contract. CONTRACTOR may adjust the pricing during the term of this Agreement based on the manufacturer pricing provided to Lee County. The CITY shall receive at all times the same pricing provided under the Underlying Contract, which includes a ten percent (10%) discount from the manufacturer’s then-current list price. Notwithstanding any contrary provision in the Original Contract Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 3. **CONTRACT PROVISIONS.**

The Parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. **BILLING.**

- (A) *Billing Address.* All invoices shall be submitted to: City of Mount Dora, Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
- (B) *Payment.* The CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).
- (C) *Disputed Invoices.* Any objection to the invoice amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of CONTRACTOR, then the CITY shall pay CONTRACTOR the amount so determined, minus any compensation amount previously paid to CONTRACTOR with respect to the objection. If it is determined that the CITY has overpaid CONTRACTOR, then CONTRACTOR shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.
- (D) *Final Payment.* The acceptance by CONTRACTOR, its successors, or assigns, of any final payment due upon the termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that CONTRACTOR, its successors, or assigns, have or may have against the CITY under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement or in a court of competent jurisdiction. The CITY's acceptance of CONTRACTOR's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of CONTRACTOR's performance of services under this Agreement. The CITY expressly reserves the right to pursue any claims or remedies available under this Agreement or applicable law, notwithstanding the acceptance of the final invoice or payment.

SECTION 5. **NOTICE.**

The Parties agree that all notices required and/or made pursuant to this Agreement shall be in writing and delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses or such other addresses as either party may specify by written notice:

CITY:	City of Mount Dora
	Attn: City Manager
	510 N. Baker Street
	Mount Dora, Florida 32757

Copy to: Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy; Suite 100
Maitland, Florida 32751

CONTRACTOR: US Digital Designs
Attn: John Spanbauer
1835 E Sixth St. #27
Tempe, Arizona 85288

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 7. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT.

To the extent of any conflict, inconsistency, or discrepancy between the terms and conditions of this Agreement and those of any attachments, exhibits, schedules, or other incorporated documents thereto, the terms and conditions of this Agreement shall govern and take precedence. The Parties acknowledge and agree that this Agreement represents the primary agreement between the Parties, and its terms shall supersede any conflicting terms in any such attachments or supplemental documents.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR.

The services to be performed in accordance with this Agreement are subject to the CITY's annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of CONTRACTOR for any project that may fall within the scope of services listed herein.

SECTION 10. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 11. EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 12. INDEMNIFICATION.

CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY's option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in § 726.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.
- (C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 14. PUBLIC RECORDS.

Pursuant to § 119.0701, *Florida Statutes*, CONTRACTOR agrees to:

- (A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
- (B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.
- (F) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.
- (G) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

SECTION 15. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

CONTRACTOR may only use the CITY's name, logo, seal, and/or flag with the CITY's express written permission and in a manner consistent with any CITY policy related to the same. In addition, CONTRACTOR shall not use the CITY's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the CITY's express written permission.

SECTION 16. **DISPUTE RESOLUTION.**

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the State or Federal court of appropriate jurisdiction located in Lake County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 17. **INSURANCE.**

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit "D"**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 18. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors doing business with the CITY to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 19. **SCRUTINIZED COMPANIES.**

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR hereby certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of

this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of this Agreement, and other remedies available under the law.

SECTION 20. **PUBLIC ENTITY CRIME.**

Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

SECTION 21. **HUMAN TRAFFICKING AFFIDAVIT.**

CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "E"** and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this ___ day of _____, 2024.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of the City of Mount Dora only
Approved as to form:

Patrick Brackins, City Attorney

HONEYWELL INTERNATIONAL, INC.

Andrew Blate

Print: Andrew Blate

Title: VP / GM - Fire America

STATE OF ~~FLORIDA~~ ARIZONA

COUNTY OF Maricopa

The foregoing instrument was acknowledged and sworn to before me by means of [] physical presence or [x] online notarization of Andrew Blate, as VP / GM of Honeywell International Inc., Fire-America, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 12th day of November, 2024.



[Signature]

NOTARY PUBLIC

Attachments:

- Exhibit A – Underlying Contract
- Exhibit B – Lee County RFP230172CJV
- Exhibit C – Vendor Pricing Quotation
- Exhibit D – Insurance Requirements
- Exhibit E – Human Trafficking Affidavit

Exhibit “A”
Underlying Contract between
Lee County, Florida,
and
Honeywell International, Inc.

RFP230172CJV
Fire Station Alerting and Dispatch Automation System
Honeywell International Inc.

E1 Contract # _____

AGREEMENT FOR FIRE STATION ALERTING AND DISPATCH AUTOMATION SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Honeywell International Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 855 S. Mint Street, Charlotte, NC 28202, and whose federal tax identification number is 22-2640650, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase a comprehensive end-to-end Fire Station Alerting and Automation System from the Vendor in connection with "Fire Station Alerting and Dispatch Automation System" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230172CJV on March 31, 2023 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on June 22, 2023; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 3 of the DETAILED SPECIFICATIONS section of RFP230172CJV, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP230172CJV, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. Products and services shall be delivered in accordance with Exhibit B, Delivery/Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit E Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit E. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor

under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit F.

IX. OWNERSHIP OF PRODUCTS

- A. It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.
- B. Notwithstanding the foregoing, County understands that all software products delivered by Vendor to County or for which Vendor provides access, including, without limitation, the G2 FSAS mobile application software and products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that County is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, County shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the products provided by Vendor and County's fire station alerting

system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Vendor with such Software. In no event shall County have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and this Agreement the relevant Software license terms shall control solely with respect to such Software.

- C. County hereby agrees and acknowledges that Vendor owns all rights, title, and interest in and to the Intellectual Property (as defined below). County agrees to not remove, obscure, or alter Vendor's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to County any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of Vendor related to Vendor's products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be

deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship in accordance with Vendor's New System Warranty attached hereto as Exhibit D. County's rights and remedies with respect to products and services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the New System Warranty.
- E. Upon expiration of the "Warranty Period" (as defined in the New System Warranty), County may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement in the form attached hereto as Exhibit D. Under the terms of the Service Agreement County shall have five one-year options to purchase certain support and maintenance services directly from Vendor (each a "Service Option"). The compensation to be paid to Vendor under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). Vendor may invoice County for the Annual Fee as set forth in the Service Agreement. County shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, Vendor shall have no obligation to provide the services set forth in the Service Agreement unless and until County exercises the Service Option and pays the Annual Fee.

XVI. COOPERATIVE PURCHASING

Any Fire or EMS Agency dispatched by County (each a "Dispatched Agency") may participate in this Agreement for the purchase of products and services from Vendor for the prices set forth in Exhibit C attached hereto ("Vendor Pricing"). Vendor reserves the right to change Vendor's Pricing from time to time, but in all events a Dispatched Agency shall be entitled to a 10% discount from Vendor's List Price then in effect. All orders by Dispatched Agencies shall be made directly with Vendor, and the Vendor and Dispatched Agency may negotiate supplemental terms and conditions. The Dispatched Agency shall be solely responsible for all payment directly to Vendor and performance with respect to such purchased products and services. Dispatched Agency shall separately execute a purchase order or other purchasing documents adopting the terms and conditions of this Agreement and any additional terms agreed upon by Vendor and Dispatched Agency. Any such purchase order or purchasing document shall not be binding upon County and shall have no effect upon the performance, duration or enforcement of this Agreement.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representatives</u>		<u>County's Representative</u>	
Names:	Asim Akram John Spanbauer	Names:	Mary Tucker
Title:	General Regional RTM Manager	Title	Procurement Management Director
Address:	1835 E. 6 th Street, Suite 27 Tempe, Arizona 85288	Address:	PO. Box 298 Fort Myers, FL
Telephone	(602) 687- (804) 310-0993 1730	Telephone:	(239) 533-8881
Facsimile:	N/A N/A	Facsimile:	(239) 485-8383
Email:	Asim.akram@honeywell.com John.spanbauer@honeywell.com	Email:	mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. Solicitation and Related Addenda
 3. Vendor's Submittal in Response to the Solicitation

[Remainder of the Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:

Print Name: Maribeth Kascht

Honeywell International Inc.

Signed By:

Print Name: Asim Akram

Title: General Manager

Date: 11/21/2023

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:

BY:

Mike Greenwell
AD51A9A2E8F943C...
CHAIR

12/11/2023 | 11:48 AM EST

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:

BY:

Chris Jagodzinski
DEEAC69F178B449...
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

DocuSigned by:

BY:

Andrea Fraser
D7B0A432435E448...
OFFICE OF THE COUNTY ATTORNEY

DocuSigned by:



EXHIBIT A

DETAILED SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a comprehensive end-to-end Fire Station Alerting and Automation System (FSAA), also known as and referred to in this document as Fire Station Alerting (FSA), that supports current and future department needs. The new alerting and automation system shall provide integration with the current and proposed E911 dispatch equipment, Computer Aided Dispatch (CAD) and existing Public Safety infrastructure. The proposed FSA equipment shall provide enhanced Fire/EMS station functions, with the goal of reducing critical response times to emergencies.
- 1.2. It is the intent of this solicitation to engage a Vendor qualified to provide an FSAA utilizing the latest features and technologies outlined in the specifications. Lee County Department of Public Safety, Division of Emergency Communications is seeking a comprehensive system that alerts the stations (station toning and station functions) over both IP connectivity and radio transmission and provides for dispatch operator automated dispatch and announcements over the designated voice radio talkgroup(s) on the Lee County P25 public safety radio system. The System shall be compatible and be able to fully integrate with the current Motorola 7500 Elite Dispatch radio consoles, Motorola P25 system, public safety microwave and fiber networks, and both Hexagon 9.4 and Hexagon OnCall CAD Systems.
- 1.3. Vendors shall submit proposals providing an all-inclusive end-to-end implementation by a single Vendor.
- 1.4. The System shall be configurable, customizable, and flexible to meet specific operational needs.
- 1.5. All proprietary system components shall be clearly identified in the proposal.
- 1.6. The proposed system shall be configurable and expandable by Lee County Department of Public Safety, Division of Emergency Communications, to include Vendor-provided training. The proposed System must meet the specifications and requirements stated herein.

2. DETAIL SCOPE / TECHNICAL SPECIFICATIONS

2.1. Fire and EMS Stations

- 2.1.1. Lee County Department of Public Safety, Division of Emergency Communications, also known as Lee Control, provides dispatch services for nineteen independent fire districts/departments and Lee County Emergency Medical Services. At the time of this request, there are a total of 98 stations alerted and dispatched by Lee Control as follows:
 - 60 independent fire stations
 - 22 EMS Stations that are co-located at a fire station
 - 7 independent EMS Stations
 - 9 EMS Stations that are co-located with Cape Coral Fire Department
 - Lee Control does not dispatch for Cape Coral Fire Department
- 2.1.2. The dispatching is conducted from one centrally located secondary public safety answering point (PSAP).
- 2.1.3. See Attachment A for a list of independent EMS stations.
- 2.1.4. See Attachment B for a list of independent fire stations and EMS stations co-located with fire stations.

2.2. System Description

- 2.2.1. Vendor shall provide a "turnkey" FSA and automation system including the system design, plan of approach, all necessary equipment, software, programming, installation, system configuration, on-site system start-up, on-site testing, on-site final acceptance, and on-site training.
- 2.2.2. The System shall accommodate 98 stations (including both EMS and fire as detailed in Attachments A and B) and 8 consoles and be expandable to 125 stations and 12 consoles.

- 2.2.3. The System shall provide the ability to dispatch a unit in CAD which prompts The System to automatically tone the corresponding station/stations and provide automated voice announcements with the press of a single button.
- 2.2.4. All consoles shall be able to alert fire and EMS stations concurrently and not receive a "system busy" indication.
- 2.2.5. Each console shall have the ability to dispatch an event and consecutively dispatch the next appropriate event without waiting for the tones and automated voice announcement to be completed on the previous dispatch.
- 2.2.6. The System shall be able to automatically queue tones and voice announcements and consecutively deliver the queued tones and voice announcements upon system availability. No calls should be missed or lost during the process.
- 2.2.7. The System must be able to be utilized as a FSAA and an Apparatus Alerting system simultaneously without the need for additional software or hardware and without any additional operator intervention.
- 2.2.8. The System must be able to be implemented in two phases. Phase one shall include all required equipment to allow the dispatch center to dispatch a unit in CAD and automatically tone the appropriate station/stations while generating an automated text-to-speech voice announcement. Phase one should not require any additional equipment at the station level and shall not be dependent upon phase two implementations. Phase two will include station equipment implementations as directed by the County.
- 2.2.9. Individual fire departments/districts and stations are responsible for the procurement, configuration, and maintenance of all radio and FSA equipment residing at the fire stations.

2.3. Policy

- 2.3.1. It is the responsibility of Vendor to provide a minimum of one (1) year parts and labor, including maintenance and support, followed by a recurring maintenance service proposal, commencing on the date of final acceptance as defined by Lee County Department of Public Safety, Division of Emergency Communications.
- 2.3.2. Vendor shall utilize as much existing Lee County equipment as possible, if compatible with The System, to help reduce costs. Vendor shall provide a trade-in value towards the cost of replacing existing equipment where applicable. Existing equipment may include, but is not limited to, station PA systems, station radio equipment, dispatch consoles, CAD system, audio adapters and plugs, headsets, and headsets adapters, etc.

2.4. Services

- 2.4.1. Vendor shall provide Lee County, in the Plan of Approach, their expected response, including time, to unplanned outages and system failures. The Vendor shall provide a list of examples for such system failures and identify priority levels as appropriate.
- 2.4.2. Vendor shall provide Technical Customer Support available to Lee County Department of Public Safety, Division of Emergency Communications 24 hours per day, 7 days a week, and 365 days per year during the warranty period at no additional cost to the County.
- 2.4.3. Vendor shall provide a description of the on-site training to be provided along with the number of training hours per training group.
 - 2.4.3.1. Training shall be provided on-site for the dispatch personnel, training for the radio communications maintenance personnel, and for IT network personnel.

2.5 Fire Station Alerting

- 2.5.1 The System equipment shall be modular allowing the replacement of components such as the power supply, processor board, input/output boards, audio interface, backup battery and radio without replacing the entire unit.
- 2.5.2 The System shall support Lee County's future needs through expansions of hardware and upgrades to software without having to replace The System or its components.

- 2.5.3 Redundancy
 - 2.5.3.1 Vendor shall provide a description of the proposed system redundancy and how the loss of a system component will not prevent the stations from being alerted.
- 2.5.4 Security
 - 2.5.4.1 Vendor shall provide a description of The System security measures and obtain agreement by Lee County during mutually agreed-to design reviews of said system prior to production thereof.
- 2.5.5 Hardware
 - 2.5.5.1 The proposed station FSA equipment shall include configurable digital inputs and outputs for system expansion into additional auxiliary station functions.
- 2.5.6 Software
 - 2.5.6.1 Compliance
 - 2.5.6.1.1 The System shall meet the most recent National Fire Protection Association (NFPA) 1221 recommendations, including Fire Suppression Rating Schedule (FSRS) Monitoring for Integrity criteria, and Insurance Services Office (ISO) requirements for communications centers.
 - 2.5.6.1.2 Vendor shall list exclusions or exceptions to said NFPA 1221 in system description documents, performance specifications and during design reviews of said system prior to production of said system.
- 2.5.7. Communication
 - 2.5.7.1. The System shall be capable of being interfaced with the Lee County's existing radio system, Ethernet network, and E911 dispatch system.
 - 2.5.7.2. The System shall be capable of alerting the stations on two separate, independent IP and radio links. Each link must be capable of toning the stations and providing all required FSA auxiliary functions and capabilities.
 - 2.5.7.3. Station alerting (toning) shall be capable of broadcast in parallel over both communications links (IP and radio) to all selected stations.
 - 2.5.7.4. The System must be able to utilize Lee County or the department/district owning the station's existing Ethernet IP network and the Motorola P25 Radio System as two redundant and individual means of data transport to send alerts to stations.
 - 2.5.7.5. The System must have the capability to alert the stations and first responders using the (Digital Trunking /Analog Trunking I Conventional UHF/Conventional VHF) radio system.
- 2.5.8. Vendor shall, prior to commencement of system design and subsequent submission of performance and system design descriptions, supply Interface Control Documents (ICDs) describing network parameters such data transmission type, latency, traffic flow, firewalls, gateways, switches, routers and any and all technical performance requirements of said communication links.
- 2.5.9. In addition to the two alerting communications links, a separate, independent radio link shall be used for voice announcements from the dispatch operator or automated text-to-speech initiated by CAD.
 - 2.5.9.1. This link shall be the dedicated channel to be identified by Lee County. The County will list the frequency band for the fire voice channel. The system shall provide automated text-to-speech as this is the preferred voice method. As a safety measure, the System shall allow for a manual override of verbal voice announcement capabilities from the dispatcher in the event it is required.
- 2.5.10. Stations shall be alerted with tones followed by a dispatch text-to-speech announcement to those stations alerted.
- 2.5.11. All transmissions generated by the System shall automatically receive a positive acknowledgment per each transmission.

- 2.5.12. If an acknowledgment is not received, the System shall automatically send the data again for a pre-determined number of attempts (Vendor configurable). If no acknowledgment is received, the system will send an alarm to the CAD and send an audible and visual alarm to each dispatch operator position.
- 2.5.13. All transmissions and subsequent acknowledgments shall be time stamped, date stamped, and logged (stored) in the System database.
- 2.5.14. The primary dispatch links shall be monitored constantly to provide prompt warning of malfunction.
- 2.5.15. The System shall automatically self-interrogate each communications link (IP and radio) to each fire/EMS station to verify connectivity and notify all dispatch operator positions of any loss of connectivity, identify the stations, and identify the failed communications link.
- 2.5.16. The System shall provide remote FSA login.
 - 2.5.16.1. The remote connection shall allow access to all FSA alerting features.
- 2.5.17. The System remote access shall permit FSA diagnostics, software configuration, application software uploading and downloading, programming, problem resolution, and system maintenance.
- 2.5.18. Access rights to specific FSA features shall be assignable based on the login password or user assigned roles.
- 2.5.19. All FSA alarms and events shall be time and date stamped, stored, and available for review and printing. System alarms and events include, but are not limited to, station alerting, transmission acknowledgments, CAD failure, station alert failure, station equipment failure, AC power failure, communications link failure, system configuration changes, and dispatch operator entries.
- 2.5.20. If main power is lost, the System equipment shall automatically and instantaneously switch to backup battery power without loss of data or communications.
- 2.5.21. The System shall automatically reset the station FSA equipment after each alert.
 - 2.5.21.1. This shall not be a manual function.
 - 2.5.21.2. This feature shall also be accessible from a remote computer.
- 2.5.22. A "night mode" shall be configurable for each station or remotely from the dispatch center allowing outside speakers to be switched "on" or "off" based on a timer.
- 2.5.23. This feature, plus the ability to select and set automatic speaker timer controls, shall be accessible from a remote computer.

2.6. Dispatch Operations

Lee Control currently uses eight Motorola 7500 elite consoles and Hexagon 9.4 CAD. The radio positions are used to dispatch field units and monitor situations using the Lee County Public Safety radio system. The CAD system provides unit status, unit assignment, unit responses, and call updates for each dispatch operator position. The CAD automatically sends fire unit recommendations to the assigned dispatch operator(s). After review, and acceptance, the stations are alerted.

- 2.6.1. Interface
 - 2.6.1.1. The Vendor is responsible to ensure the System provides an interface with the existing Hexagon 9.4 and OnCall CAD systems allowing the CAD to alert, monitor, and transfer information to the System.
 - 2.6.1.2. The CAD interface shall support bi-directional packet exchanges between FSAA and CAD system for both station alerting and receiving and logging diverse station conditions such as AC power failure, time/date stamps of system events/alarms, manual acknowledgments of a call, etc.
 - 2.6.1.3. The CAD interface shall provide automated station alerting, with or without dispatch operator review, with the goal of reducing critical response times.
- 2.6.2. The System shall provide automated CAD text-to-speech voice announcements with the goal of reducing critical response times.
- 2.6.3. The System shall provide a secured interface with the existing Motorola radio system.

- 2.6.4. This interface shall provide the dispatch operators/supervisors a backup means of alerting the stations if the CAD system is out of service.
- 2.6.5. The backup station alerting and automation shall provide station toning, auxiliary station functions, and the System requirements, as listed in these specifications, without CAD input.
- 2.6.6. All GUI software required for backup station alerting and automation shall be available and usable from any existing console screen.
 - 2.6.6.1. A means of selecting any combination of stations to be alerted shall be provided at each dispatch operator/supervisor position including the ability to select all stations at once ("All Call") or a subset of stations at once ("Multi-Select").
- 2.6.7. The system shall display and identify the following alarms on all dispatch operator screens:
 - 2.6.7.1. Failure to alert a station(s).
 - 2.6.7.2. Failure of the FSA equipment at any station.
 - 2.6.7.3. Communications center and FSA equipment AC power failure and revert to backup battery.
- 2.6.8. The System shall be capable of automatically sending an alert, with incident details, via emails and texts simultaneously with an alert to the stations.

2.7. Fire/EMS Station Zoning

- 2.7.1. Vendor shall provide examples of different Zoning options available.
- 2.7.2. The requirements for Zoning are optional and may be requested on a per-station or per-jurisdiction basis.
- 2.7.3. The System shall at a minimum, provide zoned variable color LED lighting and alert audio (tones and voice announcements)

2.8. Incident Display Board

- 2.8.1. The incident display board shall be included as an optional feature.
- 2.8.2. Display shall be capable of displaying the following information, at a minimum:
 - Emergency Type (Fire, EMS, Hazard, etc.)
 - Time of Incident/Event
 - Countdown timer
 - Address of Incident
 - All units dispatched to the Incident/Event
 - Map
- 2.8.3. The incident display boards shall be capable of automatically switching to display additional information when not in alert mode.

2.9. Warranty, Maintenance, and Support

- 2.9.1. Warranty
 - 2.9.1.1. The System shall have a minimum warranty period of one year. The warranty period shall commence upon final acceptance of each system.
 - 2.9.1.2. Vendor shall provide a single toll-free telephone number that answers 24 hours a day, 7 days a week, 365 days a year, for service requests and warranty claims.
 - 2.9.1.3. Vendor shall state in the proposal the name, address, and capabilities of the service station(s) providing warranty service.
 - 2.9.1.4. Warranty maintenance shall be performed 24 hours a day with no additional charges for work on critical infrastructure.
- 2.9.2. Optional Lifecycle Cost
 - 2.9.2.1. Vendor shall propose an extended warranty, renewable on an annual basis. Pricing shall be provided for the terms of one year, three years, five years, ten years, and fifteen years.
 - 2.9.2.2. Vendor shall propose a complete hardware and software maintenance package that provides a complete cost of ownership for the system(s) being offered to the County. The package should include system maintenance, software updates, system release updates, and hardware updates for those components that reach end-of-life within the support period. Costs associated with

the cost of ownership should be provided for the terms of five years, ten years, and fifteen years. Regular system release updates shall be quoted at one-, two-, and five-year intervals.

2.9.3. Maintenance

2.9.3.1. Vendor shall maintain and repair all systems, equipment, hardware, and software throughout the implementation, migration, and warranty periods. The County reserves the right to have technical staff on-site to witness, and if desired, assist in the maintenance and troubleshooting procedures. This does not relieve Vendor from its warranty and maintenance responsibilities as defined in this specifications document. Vendor shall provide only factory-trained and -authorized maintenance personnel.

3.0. Pricing

3.1. The pricing proposal should be separated into two categories as follows:

3.1.1. Emergency Dispatch Center – Category 1

3.1.1.1. Vendor shall provide a price for turnkey installation of all bid items and all other information requested in these specifications to allow the dispatch center to dispatch a unit in CAD and automatically tone the appropriate station/stations while generating an automated text-to -speech voice announcement. The pricing proposal for the dispatch center should not require any additional equipment or implementation at the station level to complete these tasks.

3.1.2. Station – Category 2

3.1.2.1. Station equipment will be the responsibility of the individual jurisdictions and departments to purchase and implement. However, to obtain the best pricing, Vendor shall provide a price for turnkey installation of all bid items and all other information requested in these specifications for the minimum requirements per station implementation.

3.1.2.2. Vendor shall also provide itemized pricing of any added features in addition to what is required for minimum installation and functionality; these should be labeled separately.

3.1.2.3. Itemized breakdown for all subsequent and additional parts, equipment, and offerings shall be provided for consideration, but evaluation of the pricing section shall be based on the minimum required equipment for FSA functionality at the station level.

3.1.3. Pricing proposal shall be included in Vendor's plan of approach. Vendor shall provide pricing for the minimum equipment required for both the Dispatch level and the Station level (per station).

3.1.3.1. Vendor may propose additional features/options beyond the County's minimum requirement, and related pricing, for consideration.

End of Detailed Specifications

EXHIBIT B

DELIVERY/PROJECT SCHEDULE

Task Name	Resource	Duration	Start	Finish
Lee County Department of Public Safety				
DISPATCH SYSTEM		213 days	Day 12/18/2023	Day 08/01/2024
RECEIVED FORMALIZED NOTICE TO PROCEED		45 days	Day 12/18/2023	Day 01/26/2024
Receive Formalized Notice to Proceed	USDD	1 day	Day 12/18/2023	Day 12/18/2023
Work Order generated & distributed	USDD	18 Days	Day 12/18/2023	Day 01/05/2024
Send customer project documents	USDD	1 day	Day 12/27/2023	Day 12/27/2023
Receive IP Address's		30 days	Day 12/27/2023	Day 01/31/2024
Customer Submits IP Addresses	Lee County	30 days	Day 12/27/2023	Day 01/31/2024
Customer setting up VPN into Server location & Networking	Lee County	30 days	Day 12/27/2023	Day 01/31/2024
GATEWAY CONFIGURATION / RADIO DESIGN		60 days	Day 01/31/2024	Day 03/31/2024
Gateway Server Configuration (2-4 weeks)	USDD	35 days	Day 01/31/2024	Day 02/28/2024
Radio MCC7500 Interface Design	USDD	35 days	Day 01/31/2024	Day 03/15/2024
Ship Dispatch Equipment (Servers / GARIs)	USDD	7 days	Day 02/28/2024	Day 03/06/2024
Install Dispatch Equipment **First USDD On-Site Trip**	USDD	15 days	Day 03/06/2024	Day 03/20/2024
Testing (Occurs on day of gateway server installation)	USDD / Lee County	15 days	Day 03/06/2024	Day 03/20/2024
Install MCC7500 Interface **Second USDD On-Site Trip**	USDD / Lee County / Motorola	tbd	tbd	tbd
CAD INTERFACE DEVELOPMENT / TESTING		120 Days	Day 01/01/2024	Day 04/30/2024
CAD Interface Development / Testing	USDD	120 Days	Day 01/01/2024	Day 04/30/2024
CAD Interface Development / Testing	Hexagon	120 Days	Day 01/01/2024	Day 04/30/2024
Receive Look and Feel Development Sheet	USDD	1 day	Day 04/15/2024	Day 04/15/2024
Look & Feel Development	USDD / Hexagon	35 days	Day 04/15/2024	Day 04/30/2024
CONFIRM COMPLETION OF "TASKS" DOCUMENT		1 day	Day 05/01/2024	Day 05/10/2024
Confirm all tasks are complete	Lee County	10 Days	Day 05/01/2024	Day 05/10/2024
PROJECT MEETINGS		13 days	Day 12/01/2024	Day 12/13/2023
Send invite for Kick-off meeting	USDD	1 day	Day 12/27/2023	Day 12/27/2023
Kick-off meeting	USDD	1 day	Day 01/08/2023	Day 01/08/2023
Send invite for Technical follow-up meeting (if needed)	USDD	tbd	tbd	tbd
Technical follow-up meeting(if needed)	USDD	tbd	tbd	tbd
SOFTWARE USER TRAINING (scheduled at least 2 weeks out per calendar availability)		1 day	Day 05/15/2024	Day 05/15/2024
Software / User Admin Training (WCCCA) **Second or Third USDD On-Site Trip**	USDD/Lee County	1 day	Day 05/15/2024	Day 05/15/2024
ACCEPTANCE & GO-LIVE		90 days	Day 03/01/2024	Day 05/30/2024
System Initial Functional Testing	Lee County	45 days	Day 05/01/2023	Day 06/15/2023
Acceptance Testing	Lee County / USDD	1 day	Day 06/17/2024	Day 06/17/2024
Go/No-Go Decision	Lee County	1 day	Day 06/18/2024	Day 06/18/2024
System "Go-Live"	Lee County / USDD	1 day	Day 06/24/2024	Day 06/24/2024
System Validation Period	Lee County / USDD	30 days	Day 06/25/2024	Day 07/26/2024
Issue Review	Lee County / USDD	1 days	Day 07/29/2024	Day 07/29/2024
PROJECT CLOSE OUT		2 days	Day 07/31/2024	Day 08/01/2024
Issue Notice of Completion	USDD	1 day	Day 08/01/2024	Day 08/01/2024
WARRANTY DISPATCH SYSTEM		547 days	Day 01/01/2024	Day 06/30/2025
18 month (1.5 Years) warranty	USDD / Lee County	1 day	Day 01/01/2024	Day 06/30/2024
Invoice for 101 months (8.5 years) of support and maintenance submitted to customer	USDD	1 day	Day 06/01/2025	Day 06/01/2025
Lee County Department of Public Safety				
STATION SYSTEM (Scheduled based on 7 Stand-Alone EMS Station Installations)		248 days	Day 11/13/2023	Day 08/01/2024
PRE-SALES DEVELOPMENT		17 Days	Day 11/13/2023	Day 11/30/2023
Perform site walk **First USDD On-Site Trip**	Installer/USDD/Lee County	1 Day	Day 11/13/2023	Day 11/13/2023
Create station designs	USDD	4 Days	Day 11/13/2023	Day 11/17/2023
Customer review / approve station designs	Lee County	1 Day	Day 11/17/2023	Day 11/17/2023
Provide Quote	USDD	1 Day	Day 11/20/2023	Day 11/20/2023
Accept quote / Provide Notice to Proceed	Lee County	10 Days	Day 11/21/2023	Day 11/30/2023
RECEIVED FORMALIZED NOTICE TO PROCEED		14 days	Day 12/18/2023	Day 12/31/2024
Receive Formalized Notice to Proceed	USDD	1 day	Day 12/18/2023	Day 12/18/2023
Work Order generated & distributed	USDD	5 Days	Day 12/18/2023	Day 12/22/2024
Station equipment shipped	USDD	4 days	Day 12/28/2023	Day 12/31/2023
STATION INSTALLATION		120 Days	Day 01/03/2024	Day 04/30/2024
Schedule installation	USDD / Lee County	10 Days	Day 01/03/2024	Day 01/12/2024
Installation of x7 EMS Stations	Honeymac	90 Days	Day 02/01/2024	Day 04/30/2024
ACCEPTANCE & GO-LIVE		60 days	Day 04/01/2024	Day 05/30/2024
Station Startups **Second USDD On-Site Trip**	USDD / Honeymac / Lee County	2-3 Days	tbd	tbd
System Initial Functional Testing	USDD / Honeymac / Lee County	30 days	tbd	tbd
Acceptance Testing	USDD / Honeymac / Lee County	1 day	Day 06/17/2024	Day 06/17/2024
Go/No-Go Decision	USDD / Honeymac / Lee County	1 day	Day 06/18/2024	Day 06/18/2024
System "Go-Live"	USDD / Honeymac / Lee County	1 day	Day 06/24/2024	Day 06/24/2024
System Validation Period	Lee County / USDD	30 days	Day 06/25/2024	Day 07/26/2024
Issue Review	Lee County / USDD	1 days	Day 07/29/2024	Day 07/29/2024
PROJECT CLOSE OUT		2 days	Day 07/31/2024	Day 08/01/2024
Issue Notice of Completion	USDD	1 day	Day 08/01/2024	Day 08/01/2024
WARRANTY STATION SYSTEM		547 days	Day 01/01/2024	Day 06/30/2025
18 month (1.5 Years) warranty	USDD / Lee County	1 day	Day 01/01/2024	Day 06/30/2024
Invoice for 101 months (8.5 years) of support and maintenance submitted to customer	USDD	1 day	Day 06/01/2025	Day 06/01/2025

EXHIBIT C FEE SCHEDULE

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Lee County, FL
Lee County Dept of Public Safety**

Project:

**G2 Fire Station Alerting System
One (1) Dispatch System, Seven (7) Station Systems - 10 Years Warranty/Support**

Proposal number:

FL_LEEC001

Revision #

7

Quote Date:

15-Nov-2023

Quote Expires:

13-Feb-2024

INSTALLATION BY:

**Honeymac Fire & Security, INC
Akelley@honeymactechnologies.com**

By:

**John Spanbauer
Project Manager**

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

804.310.0993 direct

John.Spanbauer@honeywell.com

[This Proposal is subject to corrections due to Errors or Omissions]

TITLE

Page 1 of 42

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23
Expires: 2/13/24

Quote SUBMITTED TO:
Lee County, FL
Lee County Dept of Public Safety

REF PROPOSAL
FL_LEEC001 v7 PRIMARY-DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	1	Radio System Interface (Full Console Interface) - (Requires owner-furnished, dedicated, console - specifically and solely tasked for Station Alerting) MCC7500	RSI-P	\$ 13,650.00	\$ 12,285.00	12,285.00	
DI2	LOT	CAD	2	CAD Interface - Hexagon (9.4) [Covers USDD & Hexagon Side of Interface]	CADI-P	\$ 14,250.00	\$ 12,825.00	25,650.00	

DISPATCH SYSTEM COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total) **VIRTUAL**	G2-GW	\$ 10,425.00	\$ 9,382.50	9,382.50	
DC2a	Kit	USDD	2	G2 Gateway Audio Radio Interface (GaRi) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	GaRi2	\$ 2,450.00	\$ 2,205.00	4,410.00	
DC2b	Kit	USDD	0	Rack-Mount Adapter Plate - Mounts (up to) 2 GaRi2s in 19" Rack	GaRi2-RMP	\$ 65.00	\$ 58.50	-	
DC3	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	-	
DC4	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 675.00	\$ 607.50	-	

DISPATCH SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	8	Gateway Configuration & Modifications	GW-CM	\$ 325.00	\$ 292.50	2,340.00	
DS2a	LOT	USDD	1	Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-I-O	\$ 875.00	\$ 787.50	787.50	

DS2b	LOT	USDD	0	Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	GW4-C	\$ 375.00	\$ 337.50	-
DS3	LOT	USDD	1	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$ 5,925.00	\$ 5,391.75	5,391.75
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 413.78	\$ 372.40	372.40
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,425.00	\$ 3,982.50	3,982.50
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,325.00	\$ 1,192.50	-
DS6a	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,425.00	\$ 3,982.50	-
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,325.00	\$ 1,192.50	-
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	-
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	-
DS8	LOT	USDD	0	Misc Option 1		\$ -	\$ -	-
DS9	LOT	USDD	0	Misc Option 2		\$ -	\$ -	-

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	64,601.65
	Shipping Total:	142.00
	System Subtotal	64,743.65

PRIMARY DISPATCH MOBILE APP SERVICE
for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased).

# of Mobile App Device Licenses (Users) Requested:	168
# of Stations within the agency to be Alerted:	7
# of Stations to have ATX Station Controller Installed:	7

APP DEVICE LICENSES - INCLUDED (at no additional cost, x24 Per-ATX Installed while under Warranty/Support)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
AP1	Ea/Yr	USDD	168	G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month)	APP-DLI	\$ 108.00	\$ 97.20	\$16329.6 but no cost/included while under warranty or elected support

APP DEVICE LICENSES - ADDITIONAL NEEDED (or surplus available)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
AP2	Ea/Yr	USDD	0	G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month) (NC/PP)	APP-DLA	\$ -	\$ -	-

(If no longer under Warranty or Elected Support) Number of Years Purchasing for this License	1
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PRIMARY DISPATCH MOBILE APP SERVICE	Yearly Total:	-
	All Years Subtotal:	-

USDD G2 MOBILE FSA APP:

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System. The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - INCLUDED (at no additional cost while under Warranty/Support)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DM1	YR	USDD	1	G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, as-is	MAP-CLD	\$ 1,540.00	\$ 1,386.00	1386 included at no charge/no additional cost

CUSTOMER-HOSTED MAPPING								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DM2	EA	USDD	0	G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	MAP-CUS	\$ 5,215.00	\$ 4,693.50	-

MAPPING SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DM3	HR	USDD	0	System Configuration and Modification for Mapping (Map Config Using Address [No Lat/Lon])	MAP-CM	\$ 325.00	\$ 292.50	-
DM4	LOT	USDD	0	Customer-Hosted Mapping Server Configuration and Start-up	MAP-CSU-O	\$ 5,925.00	\$ 5,332.50	-
DM5	LOT	USDD	0	Mapping Gateway Project Management	MAP-PM	\$ 415.00	\$ 373.50	-
DM6a	LOT	USDD	0	Training - Mapping Service - On-Site (4 Hours)	MAP-TRN-O	\$ 4,425.00	\$ 3,982.50	-
DM6b	LOT	USDD	0	Training - Mapping Services - At Arizona Training Center	MAP-TRN-AZ	\$ 1,550.00	\$ 1,395.00	-
DM6c	LOT	USDD	0	Training - Mapping Services - Remote Refresh (4 Hours)	MAP-TRN-R	\$ 1,325.00	\$ 1,192.50	-
DM7	LOT	USDD	0	Misc Option 1		\$ -	\$ -	-

PRIMARY DISPATCH MAPPING SERVICE	System Total:	-
	Shipping Total:	-
	System Subtotal	-

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DW1	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,890.25	\$ 3,501.23	5251.8375 but No Charge For Initial Warranty Period / Not Included in Subtotals
DW2	LOT	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,890.25	\$ 3,501.23	29,760.41

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	64,743.65
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	-
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	-

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL PRIMARY-DISPATCH-LEVEL SYSTEMS SUBTOTAL:	64,601.65
ALL PRIMARY-DISPATCH-LEVEL SHIPPING SUBTOTAL:	142.00
ALL PRIMARY-DISPATCH-LEVEL WARRANTY & SUPPORT:	29,760.41
ALL DISPATCH-LEVEL MISCELLANEOUS. (if applicable):	-
PRIMARY PRIMARY-DISPATCH-LEVEL GRAND TOTAL:	94,504.06

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23
Expires: 2/13/24

Quote SUBMITTED TO:

Lee County, FL

Lee County Dept of Public Safety

REF PROPOSAL
FL_LEEC001 v7

STATION-LEVEL

Lee County EMS - 7/81

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_LCTY.EMS7-81.FSA 2023.11.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1a	Kit	USDD	1	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ 10,665.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60	
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -	
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ -	
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -	
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -	

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP8b	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP11b	Ea	USDD	8	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 2,340.00	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDD	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ -	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -	
SP14	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 292.50	
SP15	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 10,755.56	\$ 9,680.00	\$ 9,680.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,701.50	\$ 1,531.35	\$ 1,531.35	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 850.76	\$ 765.68	\$ 765.68	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 340.30	\$ 306.27	\$ 306.27	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 34.03	\$ 30.63	\$ 30.63	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 1,719.18	\$ 1,547.26	2320.893 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 1,719.18	\$ 1,547.26	\$ 13,151.73	

Lee County EMS - 7/81		System:	\$ 29,505.73
		Shipping:	\$ 518.00
		Warranty & Support:	\$ 13,151.73
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 43,175.46

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23

Expires: 2/13/24

Quote SUBMITTED TO:

Lee County, FL

Lee County Dept of Public Safety

REF PROPOSAL

FL_LEEC001 v7

STATION-LEVEL

Lee County EMS - 40/82

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_LCTY.EMS40-82.FSA 2023.11.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -
SC4a	Ea	TBO	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC4b	Ea	TBO	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBO	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	TBO	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -
SP3a	Ea	USDD	2	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 1,755.00
SP3b	Ea	TBO	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -
SP3c	Ea	TBO	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -
SP5	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 297.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ 2,565.00

SP8a	Ea	USDO	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ 823.50	
SP8b	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
SP8c	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDO	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDO	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDO	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBO	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDO	1	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 1,822.50	
SP10b	Ea	USDO	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDO	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDO	8	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,340.00	
SP11b	Ea	USDO	10	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 2,925.00	
SP12a	Ea	USDO	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDO	5	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ 472.50	
SP13b	Ea	USDO	1	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ 94.50	
SP14	Ea	USDO	3	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 877.50	
SP15	Ea	USDO	0	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDO	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDO	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 22,231.00	\$ 20,007.90	\$ 20,007.90	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,903.96	\$ 2,613.56	\$ 2,613.56	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,451.98	\$ 1,306.78	\$ 1,306.78	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 414.86	\$ 373.37	\$ 373.37	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 41.49	\$ 37.34	\$ 37.34	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	2	Miscellaneous/TBD Volume Controls - HoneyMac)	MISC	\$ 134.44	\$ 121.00	\$ 242.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,637.80	\$ 3,274.02	4911.03 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,637.80	\$ 3,274.02	\$ 27,829.17	

Lee County EMS - 40/82		System:	\$ 60,958.95
		Shipping:	\$ 897.00
		Warranty & Support:	\$ 27,829.17
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 89,685.12

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

Quote SUBMITTED TO:
Lee County, FL
Lee County Dept of Public Safety

DATE: 11/15/23
Expires: 2/13/24

REF PROPOSAL
FL_LEEC001 v7 STATION-LEVEL

Lee County EMS - 31
Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL LCTY.EMS31.FSA 2023.11.15

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1a	Kit	USDD	1	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ 10,665.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60	
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40	
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -	
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -	

SP8a	Ea	USDO	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ 823.50	
SP8b	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
SP8c	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDO	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-S) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDO	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-S) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDO	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBO	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDO	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDO	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDO	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDO	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP11b	Ea	USDO	8	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 2,340.00	
SP12a	Ea	USDO	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDO	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ -	
SP13b	Ea	USDO	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -	
SP14	Ea	USDO	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 585.00	
SP15	Ea	USDO	0	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDO	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDO	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US Unit Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 10,755.56	\$ 9,680.00	\$ 9,680.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,701.50	\$ 1,531.35	\$ 1,531.35	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 850.76	\$ 765.68	\$ 765.68	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 340.30	\$ 306.27	\$ 306.27	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 34.03	\$ 30.63	\$ 30.63	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US Unit Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 1,822.05	\$ 1,639.85	2459.7675 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 1,822.05	\$ 1,639.85	\$ 13,938.68	

Lee County EMS - 31		System:	\$ 30,534.43
		Shipping:	\$ 562.00
		Warranty & Support:	\$ 13,938.68
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 45,035.11

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
For FSAAaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23
 Expires: 2/13/24

Quote SUBMITTED TO:

Lee County, FL
 Lee County Dept of Public Safety

REF PROPOSAL

FL_LEEC001 v7

STATION-LEVEL

Lee County EMS - 17

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL LCTY.EMS17.FSA 2023.11.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1a	Kit	USDD	1	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ 10,665.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60	
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40	
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -	
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -	

STATION 17. SYSTEM

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SP8a	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP8b	Ea	USDO	1	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP8c	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDO	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS- G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDO	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS- G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDO	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBO	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDO	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDO	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDO	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDO	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP11b	Ea	USDO	7	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 2,047.50	
SP12a	Ea	USDO	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T- Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDO	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ -	
SP13b	Ea	USDO	1	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ 94.50	
SP14	Ea	USDO	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 292.50	
SP15	Ea	USDO	0	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDO	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDO	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 10,755.56	\$ 9,680.00	\$ 9,680.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,701.50	\$ 1,531.35	\$ 1,531.35	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 850.76	\$ 765.68	\$ 765.68	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 340.30	\$ 306.27	\$ 306.27	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 34.03	\$ 30.63	\$ 30.63	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 1,795.05	\$ 1,615.55	2423.3175 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 1,795.05	\$ 1,615.55	\$ 13,732.13	

Lee County EMS - 17		System:	\$ 30,264.43
		Shipping:	\$ 554.00
		Warranty & Support:	\$ 13,732.13
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 44,550.56

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23
 Expires: 2/13/24

Quote SUBMITTED TO:

Lee County, FL
 Lee County Dept of Public Safety

REF PROPOSAL

FL_LEEC001 v7

STATION-LEVEL

Lee County EMS - 12/83

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_LCTY.EMS12-83.FSA 2023.11.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See, 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1a	Kit	USDD	1	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ 10,665.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -

SP8a	Ea	USDO	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ 823.50	
SP8b	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
SP8c	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDO	0	MS-G Adapter Plate, SINGLE, VESA 100, <u>join (1) MS-G-S (or E)</u> to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDO	0	MS-G Adapter Plate, DOUBLE, VESA 100, <u>join (2) MS-G-S (or E)</u> to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDO	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	T80	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDO	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDO	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDO	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDO	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP11b	Ea	USDO	8	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 2,340.00	
SP12a	Ea	USDO	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDO	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ -	
SP13b	Ea	USDO	1	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ 94.50	
SP14	Ea	USDO	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 585.00	
SP15	Ea	USDO	0	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDO	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDO	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 10,755.56	\$ 9,680.00	\$ 9,680.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,701.50	\$ 1,531.35	\$ 1,531.35	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 850.22	\$ 765.20	\$ 765.20	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 340.30	\$ 306.27	\$ 306.27	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 34.03	\$ 30.63	\$ 30.63	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 1,841.40	\$ 1,657.26	2485.89 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 1,841.40	\$ 1,657.26	\$ 14,086.71	

Lee County EMS - 12/83		System:	\$ 30,727.45
		Shipping:	\$ 588.00
		Warranty & Support:	\$ 14,086.71
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 45,402.16

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23
Expires: 2/13/24

Quote SUBMITTED TO:
Lee County, FL
Lee County Dept of Public Safety

REF PROPOSAL
FL LEEC001 v7 STATION-LEVEL

Lee County EMS - 11
Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL LCTY.EMS11.FSA 2023.11.15

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1a	Kit	USDD	1	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ 10,665.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60	
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -	
SC4a	Ea	TBO	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC4b	Ea	TBO	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBO	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -	
SP1b	Ea	TBO	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ -	
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBO	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -	
SP3c	Ea	TBO	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -	

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP8b	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP11b	Ea	USDD	7	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 2,047.50	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDD	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ -	
SP13b	Ea	USDD	3	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ 283.50	
SP14	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 292.50	
SP15	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 10,755.56	\$ 9,680.00	\$ 9,680.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,701.50	\$ 1,531.35	\$ 1,531.35	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 850.76	\$ 765.68	\$ 765.68	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 340.30	\$ 306.27	\$ 306.27	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 34.03	\$ 30.63	\$ 30.63	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 1,613.88	\$ 1,452.49	2178.738 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 1,613.88	\$ 1,452.49	\$ 12,346.18	

Lee County EMS - 11		System:	\$ 28,452.73
		Shipping:	\$ 528.00
		Warranty & Support:	\$ 12,346.18
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 41,326.91

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/15/23
Expires: 2/13/24

Quote SUBMITTED TO:
Lee County, FL
Lee County Dept of Public Safety

REF PROPOSAL
FL_LEEC001 v7 STATION-LEVEL

Lee County EMS - 27
No Design Available

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1a	Kit	USDD	1	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ 10,665.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ 57.60
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -
SC4a	Ea	T80	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC4b	Ea	T80	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	T80	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	T80	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	T80	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -
SP3c	Ea	T80	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 99.00
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -

SP8a	Ea	USDO	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ 823.50	
SP8b	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
SP8c	Ea	USDO	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDO	0	MS-G Adapter Plate, SINGLE, VESA 100 Joins (1) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDO	0	MS-G Adapter Plate, DOUBLE, VESA 100 Joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDO	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	T&O	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDO	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDO	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDO	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDO	17	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,972.50	
SP11b	Ea	USDO	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP12a	Ea	USDO	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDO	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDO	15	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ 1,417.50	
SP13b	Ea	USDO	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -	
SP14	Ea	USDO	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 1,462.50	
SP15	Ea	USDO	1	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ 517.50	
SP16	Ea	USDO	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDO	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION 27. SYSTEM

Page 32 of 42

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (HoneyMac Fire & Security)	ST-INST	\$ 14,522.75	\$ 13,070.48	\$ 13,070.48	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,701.50	\$ 1,531.35	\$ 1,531.35	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 850.76	\$ 765.68	\$ 765.68	
SS5	Ea	USDD	0	Station Engineering / Design Services	ST-ES	\$ -	\$ -	\$ -	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 34.03	\$ 30.63	\$ 30.63	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,376.45	\$ 2,138.81	3208.2075 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,376.45	\$ 2,138.81	\$ 18,179.84	

Lee County EMS - 27		System:	\$ 39,162.64
		Shipping:	\$ 873.00
		Warranty & Support:	\$ 18,179.84
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 58,215.48

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: #####

Expires: 2/13/24

Quote SUBMITTED TO:**Lee County, FL****Lee County Dept of Public Safety****REF PROPOSAL****FL_LEEC001 v7****Section Totals**

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
PRIMARY-DISPATCH-LEVEL SUBTOTAL	94,504.06
Includes: PRIMARY DISPATCH G2 FSA SYSTEM :	64,743.65
PRIMARY DISPATCH MOBILE APP SERVICE :	-
PRIMARY DISPATCH MAPPING SERVICE :	-
PRIMARY DISPATCH WARRANTY & SUPPORT :	29,760.41
PRIMARY DISPATCH G2 FSA SYSTEM MISC:	-
Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal.	
Total of 10.0 years warranty & support included. Effective date will be date dispatch center hardware ships from USDD.	
STATION-LEVEL SUBTOTAL	367,390.80
Includes: Lee County EMS - 7/81 SYSTEM:	30,023.73
Lee County EMS - 7/81 WARRANTY & SUPPORT:	13,151.73
Lee County EMS - 7/81 MISC.:	-
Includes: Lee County EMS - 40/82 SYSTEM:	61,855.95
Lee County EMS - 40/82 WARRANTY & SUPPORT:	27,829.17
Lee County EMS - 40/82 MISC.:	-
Includes: Lee County EMS - 31 SYSTEM:	31,096.43
Lee County EMS - 31 WARRANTY & SUPPORT:	13,938.68
Lee County EMS - 31 MISC.:	-
Includes: Lee County EMS - 17 SYSTEM:	30,818.43
Lee County EMS - 17 WARRANTY & SUPPORT:	13,732.13
Lee County EMS - 17 MISC.:	-
Includes: Lee County EMS - 12/83 SYSTEM:	31,315.45
Lee County EMS - 12/83 WARRANTY & SUPPORT:	14,086.71
Lee County EMS - 12/83 MISC.:	-
Includes: Lee County EMS - 11 SYSTEM:	28,980.73
Lee County EMS - 11 WARRANTY & SUPPORT:	12,346.18
Lee County EMS - 11 MISC.:	-
Includes: Lee County EMS - 27 SYSTEM:	40,035.64
Lee County EMS - 27 WARRANTY & SUPPORT:	18,179.84
Lee County EMS - 27 MISC.:	-
Notes: Seven (7) Station Systems currently included in this proposal	
US Digital Designs System Total: \$ 461,894.86	

SECTION TOTALS

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This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchases from USDO.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDO will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDO Warranty Statement and Service Agreement.

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2.** USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with, shipping any Product to USDD for repair. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

Dispatch System Milestone Payments								
Note, Dispatch Milestones are subject to completion at various points of the project and will be billed upon completion of each individual milestone, in no specific order.								
Milestone 1 Invoice								
Milestone 1 Invoice - VM Images Sent, GARI Shipped / CAD Interface								
Includes DC1, DC2a, ½ DS1, shipping								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
DC1	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total) **VIRTUAL**	G2-GW	\$10,425.00	\$9,382.50	9,382.50
DC2a	Kit	USDD	2	G2 Gateway Audio Radio Interface (GaRi) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	GaRI2	\$2,450.00	\$2,205.00	4,410.00
½ DS1	HR	USDD	4	Gateway Configuration & Modifications	GW-CM	\$325.00	\$292.50	1,170.00
DI2	LOT	CAD	2.5	CAD Interface - Hexagon (9.4) [Covers USDD & Hexagon Side of Interface]	CADI-P	\$14,250.00	\$12,825.00	25,650.00
½ DS1	HR	USDD	4	Gateway Configuration & Modifications	GW-CM	\$325.00	\$292.50	1,170.00
Shipping								142.00
							Invoice 1 Total	41,924.50
Milestone 2 Invoice								
Milestone 2 Invoice - GARI installed / server login confirmed (USDD trip 1)								
Includes DS2a, DS3								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
DS2a	LOT	USDD	1	Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-I-O	\$875.00	\$787.50	\$787.50
DS3	LOT	USDD	1	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$5,925.00	\$5,391.75	5,391.75
							Invoice 2 Total	\$6,179.25
Milestone 3 Invoice								
Milestone 3 Invoice - MCC7500 installation / configuration								
Includes DI1 (USDD trip 2)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
DI1	LOT	USDD	1	Radio System Interface (Full Console Interface) - (Requires ownerfurnished, dedicated, console - specifically and solely tasked for Station Alerting) MCC7500	RSI-P	\$13,650.00	\$12,285.00	12,285.00
							Invoice 4 Total	\$12,285.00

Milestone 4 Invoice								
Milestone 4 Invoice - Training								
Includes DS5a, DS4 (USDD trip 3)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
				Training - System Administrator / Dispatch Supervisor - Remote				
DS5a	LOT	USDD	1	Refresh (4 Hours)	TRA-DIS-O	\$4,425.00	\$3,982.50	3,982.50
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$413.78	\$372.40	372.4
							Invoice 5 Total	4,354.90
Milestone 5 Invoice								
Milestone 5 Invoice - Maintenance (End of 18 mo. warranty period)								
Includes DW2								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
				[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD				
DW2	LOT	USDD	8.5		RS-AYR-STD	\$3,890.25	\$3,501.23	29,760.41
							Invoice 6 Total	29,760.41
							Total Payment	94,504.06

ALL STATION SERVICES - PROJECT MILESTONE TOTALS								
Includes Lee County EMS Stations 7, 11, 12, 17, 31, 27, and 40								
Milestone 1 Invoice - posted when all equipment ordered is shipped.								
Shipping charge is included in this invoice								
Includes SL1, SL2, SC1,SC1a, SC2, SC3a, SC3b, SC4a, SC4b, SP1a, SP1b, SP2, SP3a, SP3b, SP3c, SP4, SP5, SP6, SP7, SP8a, SP8b, SP8c, SP9a,								
Station System Licenses								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
SL1	Ea	USDD	7	G2 VOICEALERT - Single Station License.	VA	\$1,030.00	\$927.00	\$6,489.00
SL2	Ea	USDD	168	G2 Mobile FSAS APP	G2-APP-DLI	\$108.00	\$97.20	N/A Included
						Section Subtotal		\$6,489.00
Station system Controller								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$21,750.00	\$19,575.00	\$19,575.00
SC1a	Kit	USDD	6	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$11,850.00	\$10,665.00	\$63,990.00
SC1a	Kit	USDD	0	G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	ATX-upgrade	\$9,900.00	\$8,910.00	\$0.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$7,325.00	\$6,592.50	\$0.00
SC3a	Kit	USDD	7	Rack Mount Ears for ATX or EXP	ATX-E	\$64.00	\$57.60	\$403.20
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$64.00	\$57.60	\$0.00
SC4a	Ea	TBD	7	ATX UPS, Standard	UPS-STD	\$923.00	\$830.70	\$5,814.90
SC4b	Ea	TBD	7	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$65.00	\$58.50	\$409.50
						Section Subtotal		\$90,192.60
Station System Peripheral Components								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
SP1a	Ea	TBD	5	Audio Amplifier, External, Standard	AMP	\$987.00	\$888.30	\$4,441.50
SP1b	Ea	TBD	5	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$76.00	\$68.40	\$342.00
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$825.00	\$742.50	\$0.00
SP3a	Ea	USDD	8	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$975.00	\$877.50	\$7,020.00
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$1,100.00	\$990.00	\$0.00
SP3c	Ea	USDD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$115.00	\$103.50	\$0.00

SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$1,375.00	\$1,237.50	\$0.00
SP5	Ea	USDD	12	Push Button, Standard (Black)	PB-B	\$110.00	\$99.00	\$1,188.00
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$110.00	\$99.00	\$99.00
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$1,425.00	\$1,282.50	\$2,565.00
SP8a	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$915.00	\$823.50	\$3,294.00
SP8b	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$1,050.00	\$945.00	\$1,890.00
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$1,575.00	\$1,417.50	\$0.00
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS- G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$55.00	\$49.50	\$0.00
SP9b	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$65.00	\$58.50	\$0.00
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$73.00	\$65.70	\$0.00
SP9d	Ea	TBD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$325.00	\$292.50	\$0.00
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$2,025.00	\$1,822.50	\$0.00
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$75.00	\$67.50	\$0.00
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$175.00	\$157.50	\$0.00
SP11a	Ea	USDD	25	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$325.00	\$292.50	\$7,312.50
SP11b	Ea	USDD	48	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$325.00	\$292.50	\$14,040.00
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$875.00	\$787.50	\$0.00

SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$23.00	\$20.70	\$0.00
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T- Bar in Suspended Ceiling	SPK-OAS-DCB	\$55.00	\$49.50	\$0.00
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$55.00	\$49.50	\$0.00
SP13a	Ea	USDD	20	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$105.00	\$94.50	\$1,890.00
SP13b	Ea	USDD	6	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$105.00	\$94.50	\$567.00
SP14	Ea	USDD	15	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$325.00	\$292.50	\$4,387.50
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$575.00	\$517.50	\$517.50
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$53.00	\$47.70	\$0.00
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$1,700.00	\$1,530.00	\$0.00
Section Subtotal								\$49,554.00
Shipping								\$4,520.00
Invoice 1 Total								\$152,578.10
Milestone 2 Invoice - Design and Documentation								
Station System Services (cost is variable and determined for each individual station)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
SS5	Ea	USDD	7	Station Engineering / Design Services	ST-ES	\$414.86	Varies	\$1,904.72
SS6	Ea	USDD	7	Station Documentation	ST-DM	\$34.03	Varies	\$221.12
Section Subtotal								\$2,125.84
Invoice 2 Total								\$2,125.84
Milestone 3 Invoice - Installation								
posted when station installation is complete								
Station System Services (cost is variable and determined for each individual station)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
SS1	Ea	USDD	7	Station Installation - Honetmac Fire and Sec	ST-INST			\$81,478.38
SS9	Ea	USDD	2	Volume Controls	MISC	\$134.44	\$121.00	\$242.00
Invoice 3 Total								\$81,720.38
Milestone 4 Invoice - Start Up								
posted when station is "started up"								
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	Varies	Varies	\$11,801.66
SS4	Ea	USDD	1	Station Project Management	ST-PM	Varies	Varies	\$5,900.38
Invoice 4 Total								\$17,702.04

Milestone 5 Invoice Warranty and Support Milestone 3 Invoice - posted once 18 months of included support and warranty expires								
Station System Warranty & Optional Recurring Annual Support								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Quote Unit	Quote Ext
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	Varies	Varies	Varies but no charge for intial Warranty Period/ Not included in Subtotals
SW22	YR	USDD	8.5	[STANDARD] EACH ADDITIONAL YEAR (12- Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-AYR-STD	Varies	Varies	\$113,264.44
Invoice 5 Total								\$113,264.44
All Station - Total								\$367,390.80

EXHIBIT D NEW SYSTEM WARRANTY



US DIGITAL DESIGNS
by Honeywell

NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, Honeywell International, Inc., through its subsidiary US Digital Designs (“**USDD**”) warrants and guarantees its products purchased and integrated into Customer’s Phoenix G2 Fire Station Alerting System for a period of 18-months from the day of initial shipment to Customer (“**Warranty Period**”). The Customer's rights and remedies with respect to any defect in the material or workmanship of the System (as defined below) shall be limited exclusively to the rights and remedies set forth herein (the “**Warranty**”).

2. **Definitions.**

- a. “**Authorized Contact**” mean a person appointed by Customer who is authorized to make use of the Support Services (as defined below);
- b. “**Emergency Support**” means telephone access for Customer’s Authorized Contacts to USDD’s senior staff and engineers in the event of a Mission Critical Failure;
- c. “**Hardware**” means all physically tangible electro-mechanical systems or sub-systems and associated documentation provided to Customer by USDD; Hardware does not include any components, hardware, or software provided by third parties including, without limitation, Customer’s computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices, internet and network connections, and any other parts or items not provided to Customer directly by USDD, nor does Hardware include any televisions or monitors manufactured by third parties, even if USDD provided such televisions or monitors to Customer;
- d. “**Mission Critical Failure**” means a defect in the materials or workmanship of the System causes any fire station served by the System to be incapable of receiving dispatches through all communications paths; provided, however, that any such failure caused by third party products or software, operator error,

internet or telephony service outages, misuse or neglect of the System, or any other cause outside of USDD's control, including, without limitation, lightning strike, power surges or other acts of God does not constitute a Mission Critical Failure;

- e. **“Product” or “Products”** mean the Hardware, Software and other tangible goods, equipment, supplies, and components included in the System (as defined below);
- f. **“Software”** means software programs, including both standalone and embedded software, firmware in executable code form, including any updates, upgrades, and patches thereto, as well as any relevant documentation, that are licensed to Customer by USDD for use in connection with the System, including, without limitation the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices;
- g. **“Support Services”** mean those services provided by USDD which are set forth in this Agreement, including, without limitation, Hardware warranty service, Software updates, and support and maintenance for the System (including, without limitation, Emergency Support Services) during the Warranty Period; and
- h. **“System”** means all Hardware and Software purchased by Customer, either directly from USDD or from authorized USDD reseller, under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its Phoenix G2 Fire Station Alerting System; provided, however, that the term “System” specifically excludes any components, hardware, or software provided by third parties including, without limitation, Customer's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD.

3. System Maintenance and Support. During the Warranty Period, USDD agrees to provide the Support Services to Customer. Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. 24 hour per day telephone access for Customer's Authorized Contact to USDD's senior staff and engineers in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD; and

- e. Advance replacement of defective or malfunctioning Hardware, subject to USDD's Return Material Authorization (“**RMA**”) Process described below.

4. **Support Services Requests.** Prior to requesting Support Services, Customer is encouraged to review USDD’s online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity (a “**Support Service Request**”). The first such contact must occur during the Warranty Period. USDD’s technical support contact information can be found on USDD’s web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD’s technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Replacement Hardware.** If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to USDD for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer’s property and the replaced item becomes the property of USDD. Replaced Hardware provided by USDD in fulfillment of the Support Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide USDD with the Hardware, model, serial number, and a description of the Hardware’s failure to initiate the RMA process. Upon USDD’s issuance of the RMA, USDD will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in USDD’s shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no defect under the Warranty. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned

Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, USDD shall invoice Customer for the full market value of the replacement Hardware.

8. **Mission Critical Failure.** Customer's use of Emergency Support in the absence of a Mission Critical Failure shall constitute additional services not covered by this Warranty and the time expended will be charged at USDD's then current rates.

9. **Authorized Support Contacts.** In order to facilitate USDD's delivery of the Support Services, Customer shall appoint a minimum of one and a maximum of three Authorized Contacts. The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for USDD to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed USDD product training.

At least one Authorized Contact should be available to assist USDD as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network, or communications system troubleshooting, and physical inspection or actions on the System components.

10. **Customer Facilitation of Support Services.** In order for USDD to undertake its Support Service obligations, Customer will be responsible for providing the following:

- a. Remote access to the System, as more specifically described below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "**Customer Equipment**"), including printer paper, toner, and ink necessary for the operation, testing, troubleshooting, and functionality of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries, as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but are not limited to, TCP/IP, data modems, leased lines, radios, etc.;
- e. The correct use of the System in accordance with USDD's operating instructions; and

f. The security and integrity of the System.

11. Remote Access. USDD requires remote network access to the Customer's System, including its communications gateways, station controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and Support Service tasks under this Agreement. Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.

- a. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on USDD devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a Support Service request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide Support Service outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

12. Exclusions and Limitations of Liability. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to

scratches, dents and broken plastic on ports; (c) damage caused by use with non-USDD products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then, to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT IN CASES OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REPUTATION, AND LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA. EXCEPT IN CASES OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS WARRANTY. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. USDD disclaims any representation that it will be able to repair any Hardware

under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

13. Governing Law. This Warranty will be governed by and construed according to the laws of the State of Florida without regard to conflicts of law principles.

14. Force Majeure. Except for Customer's duty to pay sums due hereunder, neither USDD nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling this Warranty.

EXHIBIT E INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT F**VENDOR BACKGROUND SCREENING AFFIDAVIT****VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 11/21/2023

[Signature]
Signature

STATE OF Arizona
COUNTY OF Maricopa

Asim Akram, General Manager
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21st day of November, 2023 by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: personally known
Type of Identification

[Stamp/seal required]



[Signature]
Signature, Notary Public



Solicitation No. RFP230172CJV

Page **77** of **77**

Exhibit “B”
Lee County RFP230172CJV



Advertise Date: Friday, March 31, 2023

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP230172CJV

Solicitation
Name: Fire Station Alerting and Dispatch Automation System

Open
Date/Time: Tuesday, May 02, 2023 Time: 2:30 PM

Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement
Contact: Christy VanAllen Title Procurement Analyst

Phone: (239) 533-8839 Email: cvanallen@leegov.com

Requesting
Dept. Public Safety

Pre-Solicitation Meeting:

Type: NON-Mandatory

Date/Time: 4/11/2023 9:00 AM
Lee County Public Works Bldg., 4th Floor, Room 4C
1500 Monroe Street

Location: Fort Myers, FL 33901

All solicitation documents are available for download at
www.leegov.com/procurement



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP230172CJV Fire Station Alerting and Dispatch Automation System

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, May 02, 2023

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Lee.gov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Lee.gov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

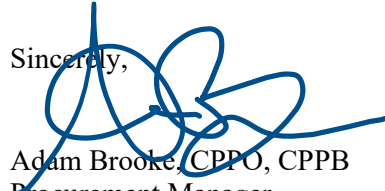
A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

9:00 AM Tuesday, April 11, 2023 Lee County Public Works Bldg., 4th Floor, Room 4C, 1500 Monroe Street, Fort Myers, FL 33901

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Christy VanAllen cvanallen@LeeGov.com

Sincerely,


Adam Brooke, CPPO, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
 - 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
 - 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
 - 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 15.4. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of

D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

23.2. Evaluation Meeting(s):

- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 24.4.1. Make award(s) to one or multiple proposers.
 - 24.4.2. Waive minor informalities in any response;
 - 24.4.3. Reject any and all proposals with or without cause;
 - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 25.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 25.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and **"Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

30.4. **Agreement/Contract:**

- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

30.5. **Records:**

- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 30.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

32.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**

32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
36. LOCAL VENDOR PREFERENCE
- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
- 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

- 1. There are no special conditions associated with this project.**

End of Special Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a comprehensive end-to-end Fire Station Alerting and Automation System (FSAA), also known as and referred to in this document as Fire Station Alerting (FSA), that supports current and future department needs. The new alerting and automation system shall provide integration with the current and proposed E911 dispatch equipment, Computer Aided Dispatch (CAD) and existing Public Safety infrastructure. The proposed FSA equipment shall provide enhanced Fire/EMS station functions, with the goal of reducing critical response times to emergencies.
- 1.2. It is the intent of this solicitation to engage a Vendor qualified to provide an FSAA utilizing the latest features and technologies outlined in the specifications. Lee County Department of Public Safety, Division of Emergency Communications is seeking a comprehensive system that alerts the stations (station toning and station functions) over both IP connectivity and radio transmission and provides for dispatch operator automated dispatch and announcements over the designated voice radio talkgroup(s) on the Lee County P25 public safety radio system. The System shall be compatible and be able to fully integrate with the current Motorola 7500 Elite Dispatch radio consoles, Motorola P25 system, public safety microwave and fiber networks, and both Hexagon 9.4 and Hexagon OnCall CAD Systems.
- 1.3. Vendors shall submit proposals providing an all-inclusive end-to-end implementation by a single Vendor.
- 1.4. The System shall be configurable, customizable, and flexible to meet specific operational needs.
- 1.5. All proprietary system components shall be clearly identified in the proposal.
- 1.6. The proposed system shall be configurable and expandable by Lee County Department of Public Safety, Division of Emergency Communications, to include Vendor-provided training. The proposed System must meet the specifications and requirements stated herein.

2. DETAIL SCOPE / TECHNICAL SPECIFICATIONS

2.1. Fire and EMS Stations

- 2.1.1. Lee County Department of Public Safety, Division of Emergency Communications, also known as Lee Control, provides dispatch services for nineteen independent fire districts/departments and Lee County Emergency Medical Services. At the time of this request, there are a total of 98 stations alerted and dispatched by Lee Control as follows:
 - 60 independent fire stations
 - 22 EMS Stations that are co-located at a fire station
 - 7 independent EMS Stations
 - 9 EMS Stations that are co-located with Cape Coral Fire Department
 - Lee Control does not dispatch for Cape Coral Fire Department
- 2.1.2. The dispatching is conducted from one centrally located secondary public safety answering point (PSAP).
- 2.1.3. See Attachment A for a list of independent EMS stations.
- 2.1.4. See Attachment B for a list of independent fire stations and EMS stations co-located with fire stations.

2.2. System Description

- 2.2.1. Vendor shall provide a “turnkey” FSA and automation system including the system design, plan of approach, all necessary equipment, software, programming, installation, system configuration, on-site system start-up, on-site testing, on-site final acceptance, and on-site training.
- 2.2.2. The System shall accommodate 98 stations (including both EMS and fire as detailed in Attachments A and B) and 8 consoles and be expandable to 125 stations and 12 consoles.

- 2.2.3. The System shall provide the ability to dispatch a unit in CAD which prompts The System to automatically tone the corresponding station/stations and provide automated voice announcements with the press of a single button.
- 2.2.4. All consoles shall be able to alert fire and EMS stations concurrently and not receive a “system busy” indication.
- 2.2.5. Each console shall have the ability to dispatch an event and consecutively dispatch the next appropriate event without waiting for the tones and automated voice announcement to be completed on the previous dispatch.
- 2.2.6. The System shall be able to automatically queue tones and voice announcements and consecutively deliver the queued tones and voice announcements upon system availability. No calls should be missed or lost during the process.
- 2.2.7. The System must be able to be utilized as a FSAA and an Apparatus Alerting system simultaneously without the need for additional software or hardware and without any additional operator intervention.
- 2.2.8. The System must be able to be implemented in two phases. Phase one shall include all required equipment to allow the dispatch center to dispatch a unit in CAD and automatically tone the appropriate station/stations while generating an automated text-to-speech voice announcement. Phase one should not require any additional equipment at the station level and shall not be dependent upon phase two implementations. Phase two will include station equipment implementations as directed by the County.
- 2.2.9. Individual fire departments/districts and stations are responsible for the procurement, configuration, and maintenance of all radio and FSA equipment residing at the fire stations.

2.3. Policy

- 2.3.1. It is the responsibility of Vendor to provide a minimum of one (1) year parts and labor, including maintenance and support, followed by a recurring maintenance service proposal, commencing on the date of final acceptance as defined by Lee County Department of Public Safety, Division of Emergency Communications.
- 2.3.2. Vendor shall utilize as much existing Lee County equipment as possible, if compatible with The System, to help reduce costs. Vendor shall provide a trade-in value towards the cost of replacing existing equipment where applicable. Existing equipment may include, but is not limited to, station PA systems, station radio equipment, dispatch consoles, CAD system, audio adapters and plugs, headsets, and headsets adapters, etc.

2.4. Services

- 2.4.1. Vendor shall provide Lee County, in the Plan of Approach, their expected response, including time, to unplanned outages and system failures. The Vendor shall provide a list of examples for such system failures and identify priority levels as appropriate.
- 2.4.2. Vendor shall provide Technical Customer Support available to Lee County Department of Public Safety, Division of Emergency Communications 24 hours per day, 7 days a week, and 365 days per year during the warranty period at no additional cost to the County.
- 2.4.3. Vendor shall provide a description of the on-site training to be provided along with the number of training hours per training group.
 - 2.4.3.1. Training shall be provided on-site for the dispatch personnel, training for the radio communications maintenance personnel, and for IT network personnel.

2.5 Fire Station Alerting

- 2.5.1 The System equipment shall be modular allowing the replacement of components such as the power supply, processor board, input/output boards, audio interface, backup battery and radio without replacing the entire unit.
- 2.5.2 The System shall support Lee County’s future needs through expansions of hardware and upgrades to software without having to replace The System or its components.

- 2.5.3 Redundancy
 - 2.5.3.1 Vendor shall provide a description of the proposed system redundancy and how the loss of a system component will not prevent the stations from being alerted.
- 2.5.4 Security
 - 2.5.4.1 Vendor shall provide a description of The System security measures and obtain agreement by Lee County during mutually agreed-to design reviews of said system prior to production thereof.
- 2.5.5 Hardware
 - 2.5.5.1 The proposed station FSA equipment shall include configurable digital inputs and outputs for system expansion into additional auxiliary station functions.
- 2.5.6 Software
 - 2.5.6.1 Compliance
 - 2.5.6.1.1 The System shall meet the most recent National Fire Protection Association (NFPA) 1221 recommendations, including Fire Suppression Rating Schedule (FSRS) Monitoring for Integrity criteria, and Insurance Services Office (ISO) requirements for communications centers.
 - 2.5.6.1.2 Vendor shall list exclusions or exceptions to said NFPA 1221 in system description documents, performance specifications and during design reviews of said system prior to production of said system.
- 2.5.7. Communication
 - 2.5.7.1. The System shall be capable of being interfaced with the Lee County's existing radio system, Ethernet network, and E911 dispatch system.
 - 2.5.7.2. The System shall be capable of alerting the stations on two separate, independent IP and radio links. Each link must be capable of toning the stations and providing all required FSA auxiliary functions and capabilities.
 - 2.5.7.3. Station alerting (toning) shall be capable of broadcast in parallel over both communications links (IP and radio) to all selected stations.
 - 2.5.7.4. The System must be able to utilize Lee County or the department/district owning the station's existing Ethernet IP network and the Motorola P25 Radio System as two redundant and individual means of data transport to send alerts to stations.
 - 2.5.7.5. The System must have the capability to alert the stations and first responders using the (Digital Trunking /Analog Trunking I Conventional UHF/Conventional VHF) radio system.
- 2.5.8. Vendor shall, prior to commencement of system design and subsequent submission of performance and system design descriptions, supply Interface Control Documents (ICDs) describing network parameters such data transmission type, latency, traffic flow, firewalls, gateways, switches, routers and any and all technical performance requirements of said communication links.
- 2.5.9. In addition to the two alerting communications links, a separate, independent radio link shall be used for voice announcements from the dispatch operator or automated text-to-speech initiated by CAD.
 - 2.5.9.1. This link shall be the dedicated channel to be identified by Lee County. The County will list the frequency band for the fire voice channel. The system shall provide automated text-to-speech as this is the preferred voice method. As a safety measure, the System shall allow for a manual override of verbal voice announcement capabilities from the dispatcher in the event it is required.
- 2.5.10. Stations shall be alerted with tones followed by a dispatch text-to-speech announcement to those stations alerted.
- 2.5.11. All transmissions generated by the System shall automatically receive a positive acknowledgment per each transmission.

- 2.5.12. If an acknowledgment is not received, the System shall automatically send the data again for a pre-determined number of attempts (Vendor configurable). If no acknowledgment is received, the system will send an alarm to the CAD and send an audible and visual alarm to each dispatch operator position.
- 2.5.13. All transmissions and subsequent acknowledgments shall be time stamped, date stamped, and logged (stored) in the System database.
- 2.5.14. The primary dispatch links shall be monitored constantly to provide prompt warning of malfunction.
- 2.5.15. The System shall automatically self-interrogate each communications link (IP and radio) to each fire/EMS station to verify connectivity and notify all dispatch operator positions of any loss of connectivity, identify the stations, and identify the failed communications link.
- 2.5.16. The System shall provide remote FSA login.
 - 2.5.16.1. The remote connection shall allow access to all FSA alerting features.
- 2.5.17. The System remote access shall permit FSA diagnostics, software configuration, application software uploading and downloading, programming, problem resolution, and system maintenance.
- 2.5.18. Access rights to specific FSA features shall be assignable based on the login password or user assigned roles.
- 2.5.19. All FSA alarms and events shall be time and date stamped, stored, and available for review and printing. System alarms and events include, but are not limited to, station alerting, transmission acknowledgments, CAD failure, station alert failure, station equipment failure, AC power failure, communications link failure, system configuration changes, and dispatch operator entries.
- 2.5.20. If main power is lost, the System equipment shall automatically and instantaneously switch to backup battery power without loss of data or communications.
- 2.5.21. The System shall automatically reset the station FSA equipment after each alert.
 - 2.5.21.1. This shall not be a manual function.
 - 2.5.21.2. This feature shall also be accessible from a remote computer.
- 2.5.22. A "night mode" shall be configurable for each station or remotely from the dispatch center allowing outside speakers to be switched "on" or "off" based on a timer.
- 2.5.23. This feature, plus the ability to select and set automatic speaker timer controls, shall be accessible from a remote computer.

2.6. Dispatch Operations

Lee Control currently uses eight Motorola 7500 elite consoles and Hexagon 9.4 CAD. The radio positions are used to dispatch field units and monitor situations using the Lee County Public Safety radio system. The CAD system provides unit status, unit assignment, unit responses, and call updates for each dispatch operator position. The CAD automatically sends fire unit recommendations to the assigned dispatch operator(s). After review, and acceptance, the stations are alerted.

- 2.6.1. Interface
 - 2.6.1.1. The Vendor is responsible to ensure the System provides an interface with the existing Hexagon 9.4 and OnCall CAD systems allowing the CAD to alert, monitor, and transfer information to the System.
 - 2.6.1.2. The CAD interface shall support bi-directional packet exchanges between FSAA and CAD system for both station alerting and receiving and logging diverse station conditions such as AC power failure, time/date stamps of system events/alarms, manual acknowledgments of a call, etc.
 - 2.6.1.3. The CAD interface shall provide automated station alerting, with or without dispatch operator review, with the goal of reducing critical response times.
- 2.6.2. The System shall provide automated CAD text-to-speech voice announcements with the goal of reducing critical response times.
- 2.6.3. The System shall provide a secured interface with the existing Motorola radio system.

- 2.6.4. This interface shall provide the dispatch operators/supervisors a backup means of alerting the stations if the CAD system is out of service.
- 2.6.5. The backup station alerting and automation shall provide station toning, auxiliary station functions, and the System requirements, as listed in these specifications, without CAD input.
- 2.6.6. All GUI software required for backup station alerting and automation shall be available and usable from any existing console screen.
 - 2.6.6.1. A means of selecting any combination of stations to be alerted shall be provided at each dispatch operator/supervisor position including the ability to select all stations at once ("All Call") or a subset of stations at once ("Multi-Select").
- 2.6.7. The system shall display and identify the following alarms on all dispatch operator screens:
 - 2.6.7.1. Failure to alert a station(s).
 - 2.6.7.2. Failure of the FSA equipment at any station.
 - 2.6.7.3. Communications center and FSA equipment AC power failure and revert to backup battery.
- 2.6.8. The System shall be capable of automatically sending an alert, with incident details, via emails and texts simultaneously with an alert to the stations.

2.7. Fire/EMS Station Zoning

- 2.7.1. Vendor shall provide examples of different Zoning options available.
- 2.7.2. The requirements for Zoning are optional and may be requested on a per-station or per-jurisdiction basis.
- 2.7.3. The System shall at a minimum, provide zoned variable color LED lighting and alert audio (tones and voice announcements)

2.8. Incident Display Board

- 2.8.1. The incident display board shall be included as an optional feature.
- 2.8.2. Display shall be capable of displaying the following information, at a minimum:
 - Emergency Type (Fire, EMS, Hazard, etc.)
 - Time of Incident/Event
 - Countdown timer
 - Address of Incident
 - All units dispatched to the Incident/Event
 - Map
- 2.8.3. The incident display boards shall be capable of automatically switching to display additional information when not in alert mode.

2.9. Warranty, Maintenance, and Support

- 2.9.1. Warranty
 - 2.9.1.1. The System shall have a minimum warranty period of one year. The warranty period shall commence upon final acceptance of each system.
 - 2.9.1.2. Vendor shall provide a single toll-free telephone number that answers 24 hours a day, 7 days a week, 365 days a year, for service requests and warranty claims.
 - 2.9.1.3. Vendor shall state in the proposal the name, address, and capabilities of the service station(s) providing warranty service.
 - 2.9.1.4. Warranty maintenance shall be performed 24 hours a day with no additional charges for work on critical infrastructure.
- 2.9.2. Optional Lifecycle Cost
 - 2.9.2.1. Vendor shall propose an extended warranty, renewable on an annual basis. Pricing shall be provided for the terms of one year, three years, five years, ten years, and fifteen years.
 - 2.9.2.2. Vendor shall propose a complete hardware and software maintenance package that provides a complete cost of ownership for the system(s) being offered to the County. The package should include system maintenance, software updates, system release updates, and hardware updates for those components that reach end-of-life within the support period. Costs associated with

the cost of ownership should be provided for the terms of five years, ten years, and fifteen years. Regular system release updates shall be quoted at one-, two-, and five-year intervals.

2.9.3. Maintenance

2.9.3.1. Vendor shall maintain and repair all systems, equipment, hardware, and software throughout the implementation, migration, and warranty periods. The County reserves the right to have technical staff on-site to witness, and if desired, assist in the maintenance and troubleshooting procedures. This does not relieve Vendor from its warranty and maintenance responsibilities as defined in this specifications document. Vendor shall provide only factory-trained and -authorized maintenance personnel.

3.0. Pricing

3.1. The pricing proposal should be separated into two categories as follows:

3.1.1. Emergency Dispatch Center – Category 1

3.1.1.1. Vendor shall provide a price for turnkey installation of all bid items and all other information requested in these specifications to allow the dispatch center to dispatch a unit in CAD and automatically tone the appropriate station/stations while generating an automated text-to -speech voice announcement. The pricing proposal for the dispatch center should not require any additional equipment or implementation at the station level to complete these tasks.

3.1.2. Station – Category 2

3.1.2.1. Station equipment will be the responsibility of the individual jurisdictions and departments to purchase and implement. However, to obtain the best pricing, Vendor shall provide a price for turnkey installation of all bid items and all other information requested in these specifications for the minimum requirements per station implementation.

3.1.2.2. Vendor shall also provide itemized pricing of any added features in addition to what is required for minimum installation and functionality; these should be labeled separately.

3.1.2.3. Itemized breakdown for all subsequent and additional parts, equipment, and offerings shall be provided for consideration, but evaluation of the pricing section shall be based on the minimum required equipment for FSA functionality at the station level.

3.1.3. Pricing proposal shall be included in Vendor's plan of approach. Vendor shall provide pricing for the minimum equipment required for both the Dispatch level and the Station level (per station).

3.1.3.1. Vendor may propose additional features/options beyond the County's minimum requirement, and related pricing, for consideration.

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **30 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years firm has offered and support fire station alerting systems, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc.

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work

- Number of change orders
- Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.
- Pricing proposal shall be included in Vendor's plan of approach. Vendor shall provide pricing for the minimum equipment required for both the Dispatch level and the Station level (per station).
 - Vendor may propose additional features/options beyond the County's minimum requirement, and related pricing, for consideration.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
 - *Resumes are not included within page restrictions, but should be limited to one (1) page per person.**
 - *Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.**

TAB 5: Local Vendor Preference

- If applicable, provide documentation supporting your firm's physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
 - All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

TAB 6: Required Forms

- Forms 1- 4 and 6

2. SCORING CRITERIA & WEIGHT

Criteria	Criteria Description	Max Points Available
1	Qualifications Of Company (Tab 1)	25
2	Company Relevant Experience & Reference (Tab 2)	25
3	Plan Of Approach (Tab 3)	35
4	Personnel (Tab 4)	10
5	Local Vendor Preference	5
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, March 31, 2023	N/A
Pre-Proposal Meeting	Tuesday, April 11, 2023	9:00 AM
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, May 2, 2023	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, May 25, 2023	9:00 AM
Notify Shortlist Selection via e-mail	Friday, May 26, 2023	N/A
Final Scoring/Selection Meeting	TBD	TBD
Board Meeting	TBD	TBD
Additional notes on Submission Schedule: • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i>		

End of Section

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

<i>1</i>	<i>Solicitation Response Form</i>
----------	--

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

<i>1a</i>	<i>Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

*	<i>Business Relationship Disclosure Requirement (if Applicable)</i>
---	--

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form** entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

<i>2</i>	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

<i>3</i>	<i>Reference Survey</i>
----------	--------------------------------

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 ***Sub-Contractor/Consultant List*** (if applicable) **N/A for this project – removed**

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

6 ***Public Entity Crimes Form (Required form)***

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

7 ***Trench Safety (Required for Construction Projects Only)*** **N/A for this project – removed**

8 ***Bid Bond*** (if applicable) **N/A for this project – removed**

* ***Proposal Label*** (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 5/2/2023

SOLICITATION IDENTIFICATION: RFP230172CJV

SOLICITATION NAME: Fire Station Alerting and Dispatch Automation System

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number **-OR-** (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
- If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

- ☐ **Business Relationship Applicable (request form)** ☐ **Business Relationship NOT Applicable**
- Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) ☐ Yes ☐ No
- 4 Proposer? If yes, please attach a current certificate.

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature

(Affix Corporate Seal, if applicable)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: RFP230172CJV FIRE STATION ALERTING AND DISPATCH AUTOMATION SYSTEM

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

***THIS PAGE SERVES AS A PLACEHOLDER ONLY. PRICING PROPOSALS ARE TO BE SUBMITTED
ACCORDING TO THE SPECIFICATIONS DETAILED IN THIS SOLICITATION.***



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP230172CJV**

SOLICITATION NAME: **Fire Station Alerting and Dispatch Automation System**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____
_____ day of _____ 20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM: _____		Bidder/Proposer:	
COMPANY: _____		Due Date:	
PHONE #: _____		Total # Pages: 1	
FAX #: _____		Phone #:	Fax #:
EMAIL: _____		Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name: _____			
Reference Project Name:		Project Address:	Project Cost:
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name)

Reference Signature

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



**ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE
WITH GOVERNMENTAL REGULATION FORM**

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name

Type of Incident <i>Alleged Negligence, Breach of Contract or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity acted against your company or state if you company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number _____ Of _____ Total pages

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP230172CJV
SOLICITATION TITLE:	Fire Station Alerting and Dispatch Automation System
DATE DUE:	Tuesday, May 2, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: April 10, 2023

Solicitation No.: RFP230172CJV

Solicitation Name: Fire Station Alerting and Dispatch Automation System

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS

a. Attachment A – EMS Stations

b. Attachment B – Fire Stations

2. CLARIFICATIONS

1.	Article 2.1.3. and Article 2.1.4. of Detailed Specifications, 2. Detailed Scope/Technical Specifications, make reference to “See Attachment A” and “See Attachment B” respectively. The attachments were inadvertently omitted from the project upload.
Answer	Please see related attachments included with this addendum.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Procurement Analyst
Direct Line: 239-533-8839
Lee County Procurement Management

EMS Stations	
	Independent Station
	Co-located with fire districts/departments
	Co-located with Cape Coral Fire Dept.
EMS Station 31	2860 Garden St, North Fort Myers, FL 33917
EMS Station 1	2100 Crystal Dr, Fort Myers, FL 33907
EMS Station 10	5700 Pine Island Rd NW, Bokeelia FL, 33922
EMS Station 11	10941 Palm Beach Blvd, Fort Myers, FL 33905
EMS Station 12	2307 Hancock Bridge Pkwy, Cape Coral, FL 33909
EMS Station 13	8850 W Terry St, Bonita Springs, FL 34135
EMS Station 14	4107 Pelican Blvd, Cape Coral, FL 33914
EMS Station 15	16551 McGregor Blvd, Fort Myers, FL 33908
EMS Station 16	360 East Railroad Ave, Boca Grande, FL 33921
EMS Station 17	2900 Trail Dairy Cir, North Fort Myers, FL 33917
EMS Station 18	4000 Veronica S Shoemaker Blvd, Fort Myers, FL 33916
EMS Station 19	17350 Nalle Rd, North Fort Myers, FL 33917
EMS Station 2	2033 Jackson St, Fort Myers, FL 33901
EMS Station 20	6061 South Pointe Blvd, Fort Myers, FL 33919
EMS Station 21	21510 Three Oaks Pkwy, Fort Myers, FL 33928
EMS Station 22	2007 SE Santa Barbara Blvd, Cape Coral, FL 33990
EMS Station 23	9700 Treeline Ave, Fort Myers, FL 33913
EMS Station 24	1029 Diplomat Pkwy E, Cape Coral, FL 33909
EMS Station 25	19591 Ben Hill Griffin Pkwy, Fort Mters, FL 33913
EMS Station 26	9351 Workmen Way, Fort Myers, FL 33908
EMS Station 27	15660 Pine Ridge Rd, Fort Myers, FL 33908
EMS Station 28	707 SW 1st St, Cape Coral, FL 33993
EMS Station 29	8005 Sweetwater Ranch Blvd, Estero FL 33928
EMS Station 3	1035 Terry Ave, Fort Myers, FL 33916
EMS Station 30	1627 Everest Pkwy, cape Coral, FL 33904
EMS Station 33	16901 Island Park Rd, Fort Myers, FL 33908
EMS Station 34	521 Nicholas Pkwy E, Cape Coral, FL 33990
EMS Station 35	13500 Sophomore Ln, Fort Myers, FL 33912
EMS Station 36	4540 Chiquita Blvd S, Cape Coral, FL 33914
EMS Station 37	28055 Mango Dr, Bonita Springs, FL 34134
EMS Station 4	4610 Coronado Pkwy, Cape Coral, FL 33904
EMS Station 40	2390 N Airport Rd, Fort Myers, FL 33907
EMS Station 41	1038 Burnt Store Rd. N, Cape Coral, FL 33993
EMS Station 5	2351 Palm Ridge Rd, Sanibel, FL 33957
EMS Station 6	27701 Bonita Grande Dr, Bonita Springs, FL 34135
EMS Station 7/32	121 Pondella Rd, North Fort Myers, FL 33903
EMS Station 8	15961 Winkler Rd, Fort Myers, FL 33908
EMS Station 9	8013 sanibel Blvd, Fort Myers, FL 33967

Fire Station	Address	EMS Station Co-located
Alva Station 121	2660 Styles Road, Alva, FL 33920	
Bayshore Station 131	17350 Nalle Rd, North Fort Myers, FL 33917	EMS Station 19
Boca Grande Station 231	360 East Railroad Ave, Boca Grande, FL 33921	EMS Station 16
Bonita Springs Station 21	27490 Old 41 Rd, Bonita Springs, FL 34135	
Bonita Springs Station 22	28055 Mango Dr, Bonita Springs, FL 34134	EMS Station 13
Bonita Springs Station 23	25001 S Tamiami Trl, Bonita Springs, FL	
Bonita Springs Station 24	27701 Bonita Grande Dr, Bonita Springs, FL 34135	EMS Station 6
Bonita Springs Station 25	8850 W Terry St, Bonita Springs, FL 34135	EMS Station 37
Bonita Springs Station 26	16001 Bonita Beach Rd SE, Bonita Springs, FL 34135	
Bonita Springs Station 27	26105 Hickory Blvd, Bonita Springs, FL 34134	
Captiva Station 181	14981 Captiva Dr, Captiva, FL 33924	
Estero Station 41	8631 County Rd, Estero, FL 33928	
Estero Station 42	8005 Sweetwater Ranch Blvd, Estero FL 33928	EMS Station 29
Estero Station 43	21510 Three Oaks Pkwy, Fort Myers, FL 33928	EMS Station 21
Estero Station 44	21300 Fire House Ln, Estero FL 33928	
Estero Station 45	18881 CORKSCREW RD, Estero, FL 33928	
Fort Myers Beach Station 31	3043 Estero Blvd, Fort Myers Beach, FL 33931	
Fort Myers Beach Station 32	17891 San Carlos Blvd, Fort Myers Beach, FL 33931	
Fort Myers Beach Station 33	121 Lenell Rd, Fort Myers Beach, FL 33931	
Fort Myers Shores Station 81	12345 Palm Beach Blvd, Fort Myers, FL 33905	
Fort Myers Shores Station 82	TBD	
Fort Myers Station 11	2033 Jackson St, Fort Myers, FL 33901	EMS Station 2
Fort Myers Station 12	1035 Terry Ave, Fort Myers, FL 33916	EMS Station 3
Fort Myers Station 13	1915 Jefferson Ave, Fort Myers FL 33901	
Fort Myers Station 14	4520 Cummins Ct, Fort Myers, FL 33905	
Fort Myers Station 15	9700 Treeline Ave, Fort Myers, FL 33913	EMS Station 23
Fort Myers Station 16	4000 Veronica S Shoemaker Blvd, Fort Myers, FL 33916	EMS Station 18
Fort Myers Station 17	11000 Ben C Pratt Six Mile Cypress Pkwy, Fort Myers, FL 33966	
Fort Myers Station 18	TBD	
Fort Myers Station 19	11631 Palomino Lane, Fort Myers, FL 33912	
Iona McGregor Station 71	5401 Winkler Rd, Fort Myers, FL 33919	
Iona McGregor Station 72	16551 McGregor Blvd, Fort Myers, FL 33908	EMS Station 15
Iona McGregor Station 73	15961 Winkler Rd, Fort Myers, FL 33908	EMS Station 8
Iona McGregor Station 74	6061 South Pointe Blvd, Fort Myers, FL 33919	EMS Station 20
Iona McGregor Station 75	15660 Pine Ridge Rd, Fort Myers, FL 33908	EMS Station 27
Lehigh Acres Station 101	1000 Joel Blvd, Lehigh Acres, FL 33936	
Lehigh Acres Station 102	44 Homestead Rd S., Lehigh Acres 33936	
Lehigh Acres Station 103	308 Gunnery Road S, Lehigh Acres 33973	
Lehigh Acres Station 104	3102 16th St SW, Lehigh Acres, FL 33976	
Lehigh Acres Station 105	636 Thomas Sherwin Ave S, Lehigh Acres, FL 33974	
Lehigh Acres Station 106	2501 49th St W, Lehigh Acres, FL 33971	
North Fort Myers Station 1	2900 Trail Dairy Cir, North Fort Myers, FL 33917	
North Fort Myers Station 2	1280 Barrett Rd, North Fort Myers, FL 33903	
North Fort Myers Station 3	16290 Slater Rd, North Fort Myers, FL 33917	
Pine Island Station 151	5700 Pine Island Rd NW, Bokeelia FL, 33922	EMS Station 10

Pine Island Station 152	5015 Stringfellow Rd, St James City, FL 33956	
Pine Island Station 153	14861 Stringfellow Rd, Bokeelia, FL 33922	
Pine Island Station 154	3500 SW Pine Island Rd, Cape Coral, FL 33991	
San Carlos Park Station 51	8013 Sanibel Blvd, Fort Myers, FL 33967	EMS Station 9
San Carlos Park Station 52	16901 Island Park Rd, Fort Myers, FL 33908	EMS Station 33
San Carlos Park Station 53	19591 Ben Hill Griffin Pkwy, Fort Mters, FL 33913	EMS Station 25
San Carlos Park Station 54	16900 Oriole Rd, Fort Myers, FL 33912	
Sanibel Station 171	2351 Palm Ridge Rd, Sanibel, FL 33957	EMS Station 5
Sanibel Station 172	5171 Sanibel Captiva Rd, Sanibel, FL 33957	
South Trail Station 61	2100 Crystal Dr, Fort Myers, FL 33907	EMS Station 1
South Trail Station 62	13500 Sophomore Ln, Fort Myers, FL 33912	
South Trail Station 63	5531 Halifax Ave, Fort Myers, FL 33912	
South Trail Station 64	12780 Commonwealth Dr, Fort Myers, FL 33913	
Tice Station 201	9351 Workmen Way, Fort Myers, FL 33908	EMS Station 26
Tice Station 203	5850 Buckingham Rd, Fort Myers, FL 33905	
Upper Captiva Station 191	4511 Hodgepodge Ln, Captiva, FL 33924	
Useppa Station 221	200 Useppa Island, Useppa Island 33924	



Posted Date: April 21, 2023

Solicitation No.: RFP230172CJV

Solicitation Name: Fire Station Alerting and Dispatch Automation System

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases, or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS: Existing radio system diagram

2. QUESTIONS/ANSWERS

1.	Will the County provide drawings of fire stations?
Answer	For safety and security purposes fire station drawings are exempt from public record. To demonstrate your company's ability to plan installations into existing facilities, as part of your submittal package please provide an example(s) of a project(s) your company has performed wiring a fire station using like equipment to that which your company is proposing to meet the minimum requirements Lee County has requested in this RFP.

2.	Please confirm if the Hexagon CAD cost for the FSA/CAD interface should be included in the FSA vendor bid. If so, please provide the Lee County Hexagon contact for this cost.
Answer	The cost for the interface should be included in the pricing by the vendor. Lee County will work with both vendor and Hexagon to ensure configuration is completed to required specifications. The County's contact at Hexagon is David R. France, Executive Account Manager, Safety, Infrastructure & Geospatial Division, Phone: 256.730-1324, Mobile: 256.759.9852, Email: david.france@hexagon.com

3.	Please provide detail of the traffic distribution for the radio systems specified in Section 2.5.7.5. Are the analog trunked UHF, and conventional VHF channels, primary or secondary communications for the nineteen (19) fire agencies?
Answer	The conventional VHF channels are the primary communications for the agencies. VHF Analog are not secondary. UHF is not part of the system.

4	Please define the type of radio analog signaling methods currently required across the agencies.
Answer	Quick Call 2 is currently in place.

5	Is the digital signaling feature used on the P-25 trunked system?
Answer	Yes

6	Is individual access by talk-group the current means of alerting individual stations or is Call Alert the primary individual selection?
Answer	Call Alert

7	Are there any preamble alerting tones (not signaling tones) currently in use or anticipated as part of automated radio dispatching?
Answer	Preamble tones are currently in use.
8	Are SimulSelects done on the fly or are they built into the consoles as defined preselects?
Answer	Some are built in, and some are done as needed.
9	Is there an overall radio block diagram or flow chart of the existing radio system interconnectivity?
Answer	See attached
10	Please provide a list of approved local low voltage installers for the Phase 2 Fire Station Alerting IP Station based systems.
Answer	The Vendor will need to determine who they will want to have install. Each fire agency may have different requirements for their Vendor selection. The County can work with the selected Vendor installer to coordinate any on-site work as part of Phase 2.
11	Can Lee County confirm that the awarded vendor will be responsible for configuring the vendor's interface to the Hexagon 9.4 and Hexagon OnCall CAD systems and that the County will work with Hexagon to configure the CAD side of the interface to the awarded vendor's interface specifications? If the County is looking to have the awarded vendor work directly with Hexagon to configure the Hexagon 9.4 and Hexagon OnCall CAD systems to integrate with the fire station alerting system, we would need a contact at Hexagon and written authorization to obtain information on the County's CAD, as well as pricing from Hexagon for that integration.
Answer	The cost for the interface should be included in the pricing by the vendor. Lee County will work with both vendor and Hexagon to ensure configuration is completed to required specifications.
12	For stations that have fire and EMS units that are both dispatched by Lee County Control, can you confirm if you want two (2) standalone Fire Station Alerting systems or if one (1) Fire Station Alerting system with the proper zone configuration is acceptable?
Answer	The vendor should include pricing for (1) Fire Station Alerting system with proper zone configurations as the minimum equipment requirements and also include pricing for (2) standalone FSA systems in the additional pricing and features as requested.
13	We are requesting that the submittal/open date be moved out to 3 weeks after the floorplans are available for download, so that we can properly design and propose the very best solution for Lee County.
Answer	For safety and security purposes fire station drawings are exempt from public record. To demonstrate your company's ability to plan installations into existing facilities, as part of your submittal package please provide an example(s) of a project(s) your company has performed wiring a fire station using like equipment to that your company is proposing to meet the minimum requirements Lee County has requested in this RFP.

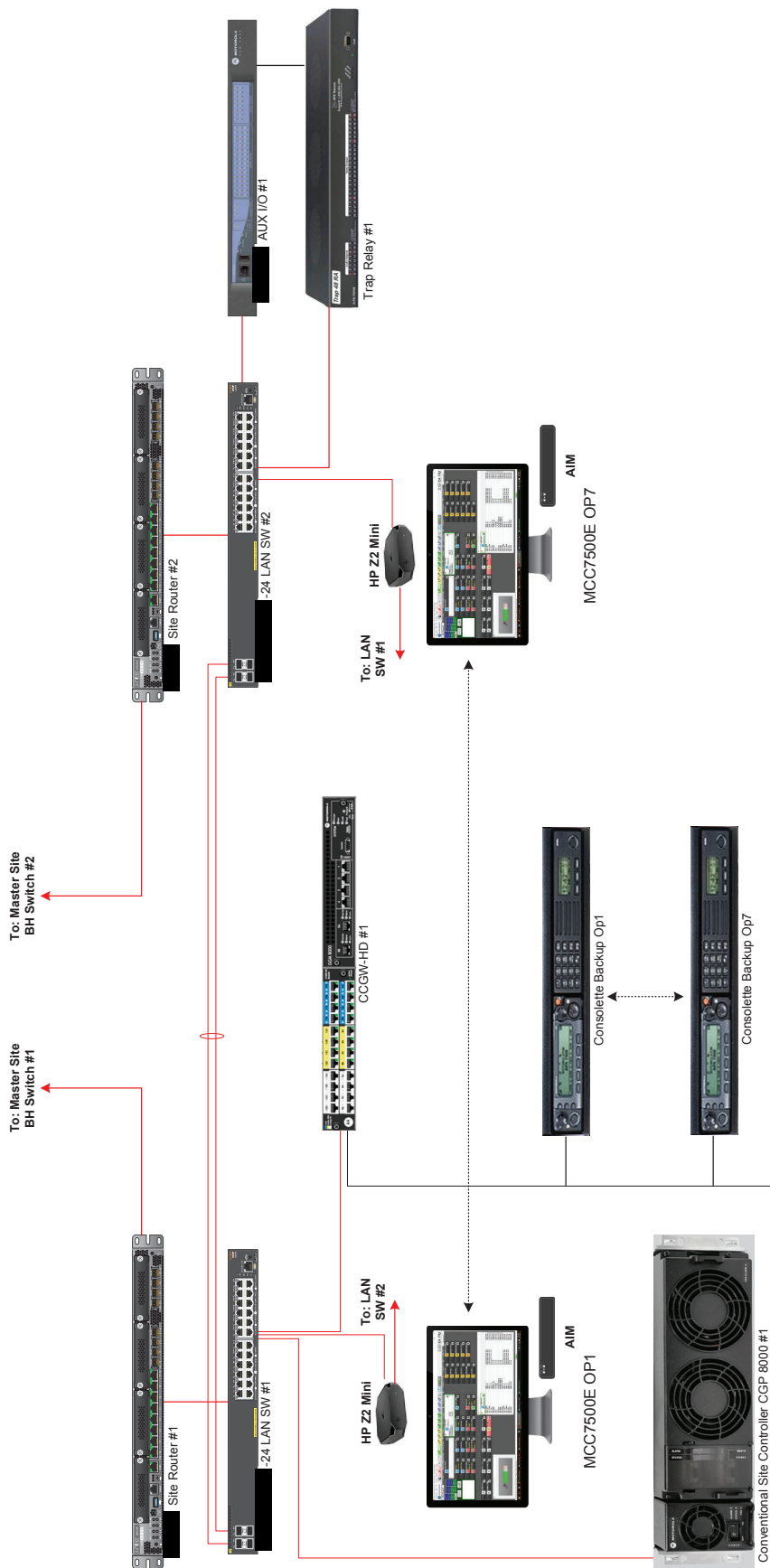
BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen, Procurement Analyst

Direct Line: 239-533-8839

Lee County Procurement Management



Note: Ethernet
24 Wire
Data



PROJECT: Lee County

TITLE: Block diagram

CONTRACT	ENGINEER	PROGRAM/GR	SCALE	None	SIZE	B
		CHECKED	SHEET		REV	O
PROGRAM	DRAWN	DATE	CODE IDENT	DWG NO		
FILE						

REV	DATE	ENGR	DESCRIPTION
C			
B			
A			
O			



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: April 25, 2023

Solicitation No.: RFP230172CJV

Solicitation Name: Fire Station Alerting and Dispatch Automation System

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. Attachment – Revised Sealed Proposal Label
 - a. Please use revised sealed proposal label with your submission

DUE DATE EXTENSION

**THE DUE DATE FOR PROPOSALS
HAS BEEN EXTENDED**

**PROPOSALS ARE DUE NO LATER THAN
MAY 16, 2023 AT 2:30 P.M.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Christy VanAllen
Procurement Analyst Direct Line: 239-533-8839
Lee County Procurement Management

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP230172CJV
SOLICITATION TITLE:	Fire Station Alerting and Dispatch Automation System
DATE DUE:	Tuesday, May 16, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: May 12, 2023

Solicitation No.: RFP230172CJV

Solicitation Name: Fire Station Alerting and Dispatch Automation System

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	It was our understanding from the Pre-Bid EMCI would be the radio shop for Lee County and therefore the vendor we should contact to acquire this install cost. EMCI emailed me yesterday "We are not going to be able to assist on this project."
Answer	Lee County has an existing contract with EMCI to provide radio device maintenance and programming. Lee County has a current contract with Motorola Solutions Center for equipment installations. The equipment installation service does not require proprietary installation of the equipment, which does allow other companies and/or internal resources to perform installations. It would be up to the proposing Vendor to determine who they wish to perform and/or maintain these installations.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Christy VanAllen, Procurement Analyst
Direct Line: 239-533-8839
Lee County Procurement Management

Exhibit “C”
Honeywell Pricing Quotation
for Mount Dora Fire Department

us digital designs

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Mount Dora, FL
Mount Dora Fire Department**

Project:

**G2 Fire Station Alerting System
x1 Retrofit Station**

Proposal number:

FL_MTD001

Revision #

1

Quote Date:

05-Nov-2024

Quote Expires:

3-Feb-2025

INSTALLATION BY:

**Honeymac
Angelo Kelley**

By:

John Spanbauer
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

804.310.0993 direct

john.spanbauer@honeywell.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/5/24
Expires: 2/3/25

Quote SUBMITTED TO:

Mount Dora, FL
Mount Dora Fire Department

REF PROPOSAL

FL_MTDR001 v1

STATION-LEVEL

STATION 35

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_MDRA.FS35.FSA 06.17.2024

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	
SC1a	Kit	USDD	0	G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$ 11,850.00	\$ 10,665.00	\$ -	
SC1a	Kit	USDD	0	G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	ATX-Upgrade	\$ 9,900.00	\$ 8,910.00	\$ -	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ -	
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40	
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -	
SP3a	Ea	USDD	2	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 1,755.00	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -	
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -	
SP4	Ea	USDD	1	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ 1,237.50	

SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00	
SP6	Ea	USDD	3	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 297.00	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -	
SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP8b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 3,780.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 65.00	\$ 58.50	\$ 117.00	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ 585.00	
SP10a	Ea	USDD	1	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 1,822.50	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDD	11	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 3,217.50	
SP11b	Ea	USDD	1	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 292.50	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDD	11	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ 1,039.50	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -	
SP14	Ea	USDD	7	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 2,047.50	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 575.00	\$ 517.50	\$ 517.50	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (Honeymac)	ST-INST	\$ 31,403.52	\$ 28,263.17	\$ 28,263.17	
SS2	Ea	USDD	1	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,777.78	\$ 3,400.00	\$ 3,400.00	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,888.89	\$ 2,600.00	\$ 2,600.00	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 888.89	\$ 800.00	\$ 800.00	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 88.89	\$ 80.00	\$ 80.00	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 4,361.60	\$ 3,925.44	3925.44 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,361.60	\$ 3,925.44	\$ -	

STATION 35		System:	\$ 74,397.57
		Shipping:	\$ 1,185.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 75,582.57

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSASaaS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSASaaS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/5/24

Expires: 2/3/25

Quote SUBMITTED TO:

Mount Dora, FL

Mount Dora Fire Department

REF PROPOSAL

FL_MTDR001 v1

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
STATION-LEVEL SUBTOTAL	75,582.57
Includes:	
STATION 35 SYSTEM:	75,582.57
STATION 35 WARRANTY & SUPPORT:	-
STATION 35 MISC.:	-
Notes:	
US Digital Designs System Total:	\$ 75,582.57

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchases from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. Product Defects. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

9.3. Procedure for Warranty Claims.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

9.3.2. Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with, shipping any Product to USDD for repair. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

9.4. Return Material Authorization Process. If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

9.5. No Fault Found. USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

9.6.1. USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

9.6.3. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

Exhibit “D”
City of Mount Dora
Insurance Requirements

Exhibit “E”
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Honeywell International Inc., a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Andrew Blate

Authorized Signature

Andrew Blate

Printed Name

Honeywell International Inc.

Company

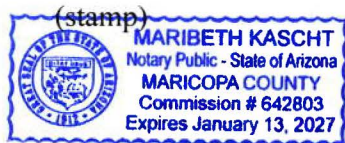
VP / GM - Fire America

Title

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF Maricopa

The foregoing instrument was acknowledged and sworn to before me by means of [] physical presence or [x] online notarization of Andrew Blate, as VP / GM of Honeywell International Inc., Fire America, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced as identification, and who did/did not take an oath this

12th day of November, 2024.



[Signature]
NOTARY PUBLIC



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-37**, Approving Capital Improvement Revenue Note, Series 2024 for up to \$8,000,0000 for Construction of the Public Works Facility

Introduction:

This is a request for City Council to approve Resolution No. 2024-37, Capital Improvement Revenue Note, Series 2024 for up to \$8,000,000 construction of the Public Works Facility.

Discussion:

In 2018, the City of Mount Dora, recognizing the need to construct a permanent replacement for Mount Dora Public Works Complex, sought bond funding for the public works facility project. The old public works facility which was located at Highland and Lincoln had served its useful life and was not able to house employees due to safety concerns. On October 16, 2018, City Council approved Resolution 2018-183 which authorized the Issuance of Capital Improvement Revenue Bonds to cover the cost of the Public Works Building project. On November 30, 2018, the Capital Improvement Revenue Bonds, Series 2018 were issued for \$12,160,000. The new Public Works site is located on the north side of Limit Avenue just west of Mount Dora Water Treatment Plant 1.

Architects Design Group (ADG) was selected as the project's architect by an evaluation committee (RFQ 19-PW-027) and approved by City Council on August 20, 2019, with final agreement approved by City Council on February 4, 2020, via Resolution 2020-17. Ajax Building Company was selected as the projects' Construction Manager at Risk (CMAR) by an evaluation committee (RFQ 19-PW-036) and approved by City Council on February 4, 2020, with final agreement approved by City Council on April 7, 2020, via Resolution 2020-23.

City staff subsequently embarked on the design of the Public Works Facility, which only included phase 1 of the design. On March 1, 2022, City Council approved Amendment 2 to the agreement which comprised the Phase 2 design and engineering proposal consisting of a warehouse, field operation area, and equipment/material storage area. The facility was to be co-located with the new fire station 34 on the Limit Avenue site. At the October 18, 2022 work

session, Council directed staff to construct a new Public Works Facility without the fire station on Limit Avenue property and the addition of administration offices for Electric, Public Works, and Water/Wastewater. On January 3, 2023, Council approved Amendment 3 to the ADG professional Services agreement authorizing the new design and engineering to include the new scope for Mount Dora Public Works Facility.

The last estimate City Council received on August 1, 2023, was based on the project design at 60% complete. The guaranteed maximum price (GMP) is based on the final design with 100% design complete. The final design includes additional site work, site improvements and more attractive exteriors to integrate with the surrounding residential neighborhoods. The final design provided for a low maintenance facility that will serve the City of Mount Dora for many years to come.

On October 18, 2023, the Site Plan for Mount Dora Public Works Facility was presented to the Mount Dora Planning and Zoning Commission and received unanimous approval.

On December 19, 2023, City Council approved Amendment 1 to the CMAR Agreement with Ajax Building Company LLC for acceptance of the GMP of \$26,998,532 for construction of Mount Dora Public Works Facility. In addition to the bonds issued in 2018, ARPA funds are being used to fund the project. However, it was noted at the December Council meeting that additional funds are needed to complete the project.

Staff met with the City's financial advisors to discuss the best option for financing the remaining funds needed to complete the project. Options discussed included issuing bonds as well as obtaining a bank loan. Typically, bonds are utilized for large projects and the process for issuing them can take several months. We determined that a bank loan would best meet the needs of the City. The loan will be secured by a covenant to budget and appropriate (CB&A) from Non-Ad Valorem Revenues of the City.

On September 19, 2024, the City's Financial Advisor solicited Requests for Proposal from banking institutions for both a 15-year loan and a 20-year loan. The RFP was posted on the City's website and on DemandStar with responses due back on October 15, 2024. The City received 3 proposals for the 20-year loan and 6 proposals for the 15-year loan. The City's Financial Advisor summarized the proposals and taking into account the proposed interest rates, bank costs, prepayment penalties, and various bank conditions, we are recommending Webster Bank's proposal for a 15-year loan.

Budget Impact:

The loan payments will be made from the Fleet/Warehouse internal service fund. Transfers are made to the internal service fund to fund the Public Works Facility. The total transfer will increase by \$8,000,000 and is allocated as follows:

General Fund – 14%

Electric Fund – 37%

Water/Sewer Fund – 38%

Stormwater – 11%

Strategic Impact:

Goal 2: Infrastructure / Public Works

Recommendation:

City Council adopt Resolution No. 2024-37, approving a \$8,000,000 loan for construction of the Mount Dora Public Works Facility.

Attachment(s):

1. Attachment 1.15. Final Numbers (02776567)
2. Attachment 2.Certificate as to Public Meetings (02770474-2)
3. Resolution No. 2024-37.Note Resolution (02777706)

Prepared by: Wendy Buchan, Deputy City Clerk
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 10/24/2024
Approved - 10/29/2024
Approved - 11/13/2024
Approved - 11/13/2024
Final Approval - 11/13/2024

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Lender: Webster Bank
** Final Numbers **

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SOURCES AND USES OF FUNDS

City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers **

Dated Date 11/22/2024
Delivery Date 11/22/2024

Sources:

Bond Proceeds:	
Par Amount	8,000,000.00
	8,000,000.00

Uses:

Project Fund Deposits:	
Project Fund	7,945,850.00
Delivery Date Expenses:	
Cost of Issuance	54,150.00
	8,000,000.00

BOND SUMMARY STATISTICS

City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers **

Dated Date	11/22/2024
Delivery Date	11/22/2024
First Coupon	05/01/2025
Last Maturity	11/01/2039
Arbitrage Yield	4.260327%
True Interest Cost (TIC)	4.260327%
Net Interest Cost (NIC)	4.260000%
All-In TIC	4.358069%
Average Coupon	4.260000%
Average Life (years)	8.732
Weighted Average Maturity (years)	8.732
Duration of Issue (years)	7.107
Par Amount	8,000,000.00
Bond Proceeds	8,000,000.00
Total Interest	2,975,922.40
Net Interest	2,975,922.40
Total Debt Service	10,975,922.40
Maximum Annual Debt Service	722,155.70
Average Annual Debt Service	734,584.88
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Loan	8,000,000.00	100.000	4.260%	8.732	8,720.00
	8,000,000.00			8.732	8,720.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,000,000.00	8,000,000.00	8,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(54,150.00)	
- Other Amounts			
Target Value	8,000,000.00	7,945,850.00	8,000,000.00
Target Date	11/22/2024	11/22/2024	11/22/2024
Yield	4.260327%	4.358069%	4.260327%

BOND PRICING

City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers **

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
Term Loan:						
	11/01/2025	389,000	4.260%	4.260%	100.000	389,000.00
	11/01/2026	406,000	4.260%	4.260%	100.000	406,000.00
	11/01/2027	424,000	4.260%	4.260%	100.000	424,000.00
	11/01/2028	442,000	4.260%	4.260%	100.000	442,000.00
	11/01/2029	461,000	4.260%	4.260%	100.000	461,000.00
	11/01/2030	482,000	4.260%	4.260%	100.000	482,000.00
	11/01/2031	503,000	4.260%	4.260%	100.000	503,000.00
	11/01/2032	524,000	4.260%	4.260%	100.000	524,000.00
	11/01/2033	547,000	4.260%	4.260%	100.000	547,000.00
	11/01/2034	571,000	4.260%	4.260%	100.000	571,000.00
	11/01/2035	596,000	4.260%	4.260%	100.000	596,000.00
	11/01/2036	622,000	4.260%	4.260%	100.000	622,000.00
	11/01/2037	649,000	4.260%	4.260%	100.000	649,000.00
	11/01/2038	677,000	4.260%	4.260%	100.000	677,000.00
	11/01/2039	707,000	4.260%	4.260%	100.000	707,000.00
		8,000,000				8,000,000.00

Dated Date	11/22/2024	
Delivery Date	11/22/2024	
First Coupon	05/01/2025	
Par Amount	8,000,000.00	
Original Issue Discount		
Production	8,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	8,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	8,000,000.00	

BOND DEBT SERVICE

**City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers ****

Dated Date 11/22/2024
Delivery Date 11/22/2024

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2025		150,520.00	150,520.00	
09/30/2025				150,520.00
11/01/2025	389,000	170,400.00	559,400.00	
05/01/2026		162,114.30	162,114.30	
09/30/2026				721,514.30
11/01/2026	406,000	162,114.30	568,114.30	
05/01/2027		153,466.50	153,466.50	
09/30/2027				721,580.80
11/01/2027	424,000	153,466.50	577,466.50	
05/01/2028		144,435.30	144,435.30	
09/30/2028				721,901.80
11/01/2028	442,000	144,435.30	586,435.30	
05/01/2029		135,020.70	135,020.70	
09/30/2029				721,456.00
11/01/2029	461,000	135,020.70	596,020.70	
05/01/2030		125,201.40	125,201.40	
09/30/2030				721,222.10
11/01/2030	482,000	125,201.40	607,201.40	
05/01/2031		114,934.80	114,934.80	
09/30/2031				722,136.20
11/01/2031	503,000	114,934.80	617,934.80	
05/01/2032		104,220.90	104,220.90	
09/30/2032				722,155.70
11/01/2032	524,000	104,220.90	628,220.90	
05/01/2033		93,059.70	93,059.70	
09/30/2033				721,280.60
11/01/2033	547,000	93,059.70	640,059.70	
05/01/2034		81,408.60	81,408.60	
09/30/2034				721,468.30
11/01/2034	571,000	81,408.60	652,408.60	
05/01/2035		69,246.30	69,246.30	
09/30/2035				721,654.90
11/01/2035	596,000	69,246.30	665,246.30	
05/01/2036		56,551.50	56,551.50	
09/30/2036				721,797.80
11/01/2036	622,000	56,551.50	678,551.50	
05/01/2037		43,302.90	43,302.90	
09/30/2037				721,854.40
11/01/2037	649,000	43,302.90	692,302.90	
05/01/2038		29,479.20	29,479.20	
09/30/2038				721,782.10
11/01/2038	677,000	29,479.20	706,479.20	
05/01/2039		15,059.10	15,059.10	
09/30/2039				721,538.30
11/01/2039	707,000	15,059.10	722,059.10	
09/30/2040				722,059.10
	8,000,000	2,975,922.40	10,975,922.40	10,975,922.40

BOND DEBT SERVICE

City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
**** Final Numbers ****

Dated Date **11/22/2024**
Delivery Date **11/22/2024**

Period Ending	Principal	Interest	Debt Service
09/30/2025		150,520.00	150,520.00
09/30/2026	389,000	332,514.30	721,514.30
09/30/2027	406,000	315,580.80	721,580.80
09/30/2028	424,000	297,901.80	721,901.80
09/30/2029	442,000	279,456.00	721,456.00
09/30/2030	461,000	260,222.10	721,222.10
09/30/2031	482,000	240,136.20	722,136.20
09/30/2032	503,000	219,155.70	722,155.70
09/30/2033	524,000	197,280.60	721,280.60
09/30/2034	547,000	174,468.30	721,468.30
09/30/2035	571,000	150,654.90	721,654.90
09/30/2036	596,000	125,797.80	721,797.80
09/30/2037	622,000	99,854.40	721,854.40
09/30/2038	649,000	72,782.10	721,782.10
09/30/2039	677,000	44,538.30	721,538.30
09/30/2040	707,000	15,059.10	722,059.10
	8,000,000	2,975,922.40	10,975,922.40

COST OF ISSUANCE

**City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers ****

Cost of Issuance	\$/1000	Amount
Note Counsel	3.12500	25,000.00
City Attorney	0.50000	4,000.00
Financial Advisor	2.18750	17,500.00
Financial Advisor Expenses	0.01875	150.00
Bank Counsel	0.93750	7,500.00
	6.76875	54,150.00

FORM 8038 STATISTICS

City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers **

Dated Date 11/22/2024
Delivery Date 11/22/2024

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Loan:						
	11/01/2025	389,000.00	4.260%	100.000	389,000.00	389,000.00
	11/01/2026	406,000.00	4.260%	100.000	406,000.00	406,000.00
	11/01/2027	424,000.00	4.260%	100.000	424,000.00	424,000.00
	11/01/2028	442,000.00	4.260%	100.000	442,000.00	442,000.00
	11/01/2029	461,000.00	4.260%	100.000	461,000.00	461,000.00
	11/01/2030	482,000.00	4.260%	100.000	482,000.00	482,000.00
	11/01/2031	503,000.00	4.260%	100.000	503,000.00	503,000.00
	11/01/2032	524,000.00	4.260%	100.000	524,000.00	524,000.00
	11/01/2033	547,000.00	4.260%	100.000	547,000.00	547,000.00
	11/01/2034	571,000.00	4.260%	100.000	571,000.00	571,000.00
	11/01/2035	596,000.00	4.260%	100.000	596,000.00	596,000.00
	11/01/2036	622,000.00	4.260%	100.000	622,000.00	622,000.00
	11/01/2037	649,000.00	4.260%	100.000	649,000.00	649,000.00
	11/01/2038	677,000.00	4.260%	100.000	677,000.00	677,000.00
	11/01/2039	707,000.00	4.260%	100.000	707,000.00	707,000.00
		8,000,000.00			8,000,000.00	8,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	11/01/2039	4.260%	707,000.00	707,000.00		
Entire Issue			8,000,000.00	8,000,000.00	8.7322	4.2603%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	54,150.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

City of Mount Dora, FL
Non-Ad Valorem Revenue Note, Series 2024
Lender: Webster Bank
** Final Numbers **

Date	Debt Service	Present Value to 11/22/2024 @ 4.2603271444%
05/01/2025	150,520.00	147,743.42
11/01/2025	559,400.00	537,628.62
05/01/2026	162,114.30	152,555.27
11/01/2026	568,114.30	523,464.92
05/01/2027	153,466.50	138,455.89
11/01/2027	577,466.50	510,117.94
05/01/2028	144,435.30	124,928.96
11/01/2028	586,435.30	496,656.19
05/01/2029	135,020.70	111,964.95
11/01/2029	596,020.70	483,937.23
05/01/2030	125,201.40	99,536.61
11/01/2030	607,201.40	472,663.87
05/01/2031	114,934.80	87,602.63
11/01/2031	617,934.80	461,162.77
05/01/2032	104,220.90	76,157.45
11/01/2032	628,220.90	449,485.73
05/01/2033	93,059.70	65,194.53
11/01/2033	640,059.70	439,052.00
05/01/2034	81,408.60	54,677.89
11/01/2034	652,408.60	429,049.20
05/01/2035	69,246.30	44,589.23
11/01/2035	665,246.30	419,432.26
05/01/2036	56,551.50	34,911.58
11/01/2036	678,551.50	410,160.78
05/01/2037	43,302.90	25,629.15
11/01/2037	692,302.90	401,198.60
05/01/2038	29,479.20	16,727.26
11/01/2038	706,479.20	392,513.48
05/01/2039	15,059.10	8,192.19
11/01/2039	722,059.10	384,609.40
	10,975,922.40	8,000,000.00

Proceeds Summary

Delivery date	11/22/2024
Par Value	8,000,000.00
Target for yield calculation	8,000,000.00

**CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST**

STATE OF FLORIDA)
COUNTY OF LAKE)

Each of the undersigned members of the City Council (the "City Council") of the City of Mount Dora, Florida (the "Issuer"), recognizing that the purchaser of its \$8,000,000 Non-Ad Valorem Revenue Note, Series 2024 (the "Series 2024 Note"), will have purchased said Series 2024 Note in reliance upon this Certificate, **DOES HEREBY CERTIFY:**

(1) that he has no personal knowledge that any two or more members of the City Council, meeting together, reached any prior conclusion as to whether the actions taken by the City Council, with respect to said Series 2024 Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Council or should or should not be recommended as an action to be taken or not to be taken by the City Council, except at public meetings of the City Council held after due notice to the public was given in the ordinary manner required by law and custom of the City Council; and

(2) that he does not have or hold any employment or contractual relationship with Webster Bank, National Association, which is purchasing the Series 2024 Note from the Issuer that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of this 19th day of November, 2024.

James L. Homich, Mayor

Mark Crail, Vice Mayor

John Cataldo

Cal Rolfson

Dennis Dawson

Nate Walker

Doug Bryant

[Certificate as to Public Meetings and No Conflict of Interest]

RESOLUTION NO. 2024-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING A LOAN FROM WEBSTER BANK, NATIONAL ASSOCIATION, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS CONSISTING OF A PUBLIC WORKS BUILDING AND SUCH OTHER MUNICIPAL CAPITAL IMPROVEMENTS AS SHALL BE APPROVED BY THE CITY COUNCIL; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND ACCEPTANCE OF THE BANK'S PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 TO EVIDENCE THE CITY'S OBLIGATIONS UNDER THE LOAN AGREEMENT, SUCH SERIES 2024 NOTE TO BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida (the "City") previously issued its Capital Improvement Revenue Bonds, Series 2018 for the purpose of financing capital improvements consisting of a public works building (the "2018 Project") and now desires to finance the completion of the 2018 Project and such other municipal capital improvements as shall be approved by the City (collectively, the "Project"); and

WHEREAS, the City Council of the City (the "City Council") has determined that it is currently without sufficient funds to fund the costs of the Project; and

WHEREAS, the City Council hereby determines that it is necessary and desirable and in the best interest of the inhabitants of the City to borrow funds to finance the Project in accordance with applicable law (the "Loan"); and

WHEREAS, following a competitive solicitation of bank loan proposals, the City received an offer from Webster Bank, National Association (the "Lender") to provide the Loan to achieve these objectives, which offer is attached hereto as Exhibit A; and

WHEREAS, amounts due under the Loan will be evidenced by the City's Non-Ad Valorem Revenue Note, Series 2024 (the "Series 2024 Note") and the Loan Agreement to be entered into between the City and the Lender, the form of which is attached hereto as Exhibit B (the "Loan Agreement"); and

WHEREAS, the Series 2024 Note is being issued to (i) finance the costs of the Project, and (ii) pay the costs of issuance of the Series 2024 Note; and

WHEREAS, the Series 2024 Note will be secured by a lien on the Pledged Revenues consisting of Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund and any proceeds of the Series 2024 Note on deposit in the Project Fund all as defined and described in the Loan Agreement (the "Pledged Revenues"); and

WHEREAS, due to the present volatility of the market for tax-exempt public obligations such as the Series 2024 Note, the characteristics of the security pledged to repay the Loan, the need to access such market very quickly, the willingness of the Lender to purchase the Series 2024 Note at an interest rate favorable to the City, and the critical importance of timing of the sale of the Series 2024 Note, the City has determined to accept the offer of the Lender to purchase the Series 2024 Note at a private negotiated sale which was based upon a competitive selection process, and it is hereby determined that it is in the best interest of the public and the City to accept the proposal of the Lender to purchase the Series 2024 Note at a negotiated sale pursuant to the terms of the Series 2024 Note and the Loan Agreement; and

WHEREAS, prior to acceptance by the City of the offer of the Lender to purchase the Series 2024 Note, the Lender will provide the City with all applicable disclosure information required by Section 218.385, Florida Statutes and an affidavit as required by Section 787.06(13), Florida Statutes; and

WHEREAS, the Lender does not require the establishment of a debt service reserve fund as a condition of making the Loan to the City; and

WHEREAS the debt service on the Series 2024 Note shall be payable from and secured solely by the Pledged Revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, the municipal charter of the City, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Loan Agreement.

SECTION 3. FINDINGS. It is hereby found, ascertained, determined and declared that:

(A) The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

(B) The City is a duly constituted and validly existing municipality within the State of Florida with requisite home rule powers derived from the Constitution and Laws of the State of Florida.

(C) It is in the public interest and a valid and proper municipal purpose to enter into the Loan Agreement and issue the Series 2024 Note to finance the Project.

(D) The City is authorized pursuant to its municipal charter to borrow moneys necessary to pay the cost of the Project.

(E) Prior to the issuance of the Series 2024 Note, the City shall have received from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit C, the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit D, and an affidavit as required by Section 787.06(13), Florida Statutes.

(F) In consideration of the purchase and acceptance by Lender of the Series 2024 Note authorized to be issued hereunder, this Resolution together with the terms and provisions of the Loan Agreement shall constitute a contract between the City and the Lender.

SECTION 4. AUTHORIZATION OF LOAN AGREEMENT AND PROPOSAL.
To provide for the security of the Series 2024 Note and to express the contract between the City and the holder thereof, the City does hereby authorize the execution and delivery on behalf of the City by the Mayor under the seal of the City, attested by the City Clerk, of the Loan Agreement by and between the City and the Lender. The form of the Loan Agreement attached hereto as Exhibit B is hereby approved, with such changes, insertions and filling of blanks therein as shall be made in such form and approved by the City, with execution by any of the authorized officers executing the same constituting conclusive evidence of such approval. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Loan Agreement, there is hereby authorized to be issued the Series 2024 Note to evidence the City's obligations under the Loan Agreement.

The City Manager is hereby authorized to accept and execute the Lender's proposal attached hereto as Exhibit A; provided, however, in the event of any conflict between such proposal and this Resolution, the Loan Agreement or the Series 2024 Note, then this Resolution, the Loan Agreement and/or the Series 2024 Note shall control.

SECTION 5. AUTHORIZATION OF THE SERIES 2024 NOTE.

(A) There is hereby authorized to be issued the “City of Mount Dora, Florida Non-Ad Valorem Revenue Note, Series 2024” in the aggregate principal amount of not to exceed Eight Million Dollars (\$8,000,000), which shall secure amounts outstanding under the Loan Agreement. The Series 2024 Note shall bear interest at a fixed rate equal to 4.260% per annum (subject to adjustment as provided in the Series 2024 Note), calculated on a 360-day year consisting of twelve (12) thirty (30) day months, and shall be dated the date of delivery. Principal shall be payable annually commencing November 1, 2025 and on each November 1 thereafter through and including November 1, 2039. Interest shall be payable semiannually on each May 1 and November 1, commencing May 1, 2025, and thereafter through and including November 1, 2039. The Series 2024 Note shall be subject to prepayment as provided in the Series 2024 Note.

(B) The Series 2024 Note shall be substantially in the form attached to the Loan Agreement, with such changes, insertions and omissions and filling of blanks therein as shall be made in such form and approved by the City, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Series 2024 Note shall be executed on behalf of the City with the manual signature of the Mayor and the City Clerk and the official seal of the City, and be approved as to form and legality with the manual signature of the City Attorney. In case any one or more of the officers who shall have signed or sealed the Series 2024 Note shall cease to be such officer of the City before the Series 2024 Note so signed and sealed has been actually sold and delivered, such Series 2024 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2024 Note had not ceased to hold such office. The Series 2024 Note may be signed and sealed on behalf of the City by such person who at the actual time of the execution of such Series 2024 Note shall hold the proper office of the City, although, at the date of such Series 2024 Note, such person may not have held such office or may not have been so authorized.

SECTION 6. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The City promises that it will promptly pay the principal of and interest on the Series 2024 Note and all other amounts due under the Loan Agreement and the Series 2024 Note at the place, on the dates and in the manner provided in the Loan Agreement. Amounts due under the Loan Agreement shall not be or constitute a general obligation or indebtedness of the City as a “bond” within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof and of the Loan Agreement. The holder of the Series 2024 Note issued hereunder shall never have the right to compel the exercise of any ad valorem taxing power by the City to pay the Series 2024 Note, or be entitled to payment of such Series 2024 Note from any funds of the City except from the Pledged Revenues as described herein and in the Loan Agreement.

SECTION 7. USE OF PROCEEDS. The proceeds of the Series 2024 Note shall be applied as follows:

(A) The City shall pay the costs and expenses in connection with the preparation and issuance of the Series 2024 Note.

(B) The balance shall be deposited to the Project Fund established in the Loan Agreement and used solely to pay the costs of the Project.

SECTION 8. RESERVE FUND. There will be no Reserve Fund established for the Series 2024 Note.

SECTION 9. GENERAL AUTHORITY. The Mayor, the City Manager, the Finance Director, the City Attorney and/or any other appropriate officers of the City are hereby authorized and directed to execute any and all certifications or other instruments or documents necessary and desirable to effectuate issuance of the Series 2024 Note and any representations made therein shall be deemed to be made on behalf of the City. All action taken to date by the officers of the City in furtherance of the issuance of the Series 2024 Note is hereby approved, confirmed and ratified.

SECTION 10. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 11. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 12. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 13. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 14. MEMBERS OF THE CITY COUNCIL EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, the Loan Agreement or the Series 2024 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council, as such, under or by reason of the obligations, covenants or agreements

contained in this Resolution, the Loan Agreement or the Series 2024 Note or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Loan Agreement and the issuance of the Series 2024 Note, on the part of the City.

SECTION 15. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the holder of the Series 2024 Note, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the persons who shall from time to time be the holders of the Series 2024 Note.

[Remainder of Page Intentionally Left Blank]

SECTION 16. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

Passed and adopted by the City Council of the City of Mount Dora, Florida this 19th day of November, 2024.

(SEAL)

CITY OF MOUNT DORA, FLORIDA

James L. Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

APPROVED AS TO FORM:

City Attorney/Assistant City Attorney

EXHIBIT A

LENDER'S PROPOSAL



Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

October 15, 2024

City of Mount Dora, Florida
510 N Baker St.
Mount Dora, FL 32757

Project: A Tax-Exempt, Fixed Rate Bank Loan

Webster Bank, formerly Sterling National Bank, is pleased to present this financing proposal (the "Term Sheet") to the City of Mount Dora, Florida subject to final credit approval, in connection with the above-referenced project. Working with Webster Bank has several major advantages, including:

- **Experience and Expertise:** Each member of the Webster Bank Public Finance team has significant experience regarding the financing of essential governmental equipment and projects and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The Webster Bank Public Finance team is part of Webster Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt and taxable financing on a nationwide basis.
- **Reliability:** The Webster Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.
- **Simplified Financing Structure:** Webster Bank is proposing to finance 100% of the requested funds for the Public Works Facility as described in the RFP, via a Tax-Exempt Revenue Note.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments, or concerns. We are positive that you'll enjoy working with Webster Bank.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'M. Cargo'.

Mark A. Cargo
Managing Director
mcargo@websterbank.com
www.websterbank.com



Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

TERM SHEET

TYPE OF FINANCING:	Tax-Exempt Fixed Rate Loan (the “Loan” or “Note”), with repayment from the legally available Non-Ad Valorem Revenues as detailed in the RFP. Lender will fund the Note on a private-placement basis.
BORROWER:	The City of Mount Dora, Florida (the “City”)
LENDER:	Webster Bank, N. A. or its designee or assignee
ESCROW OPTION:	The “Note” proceeds may be funded into an escrow account (the “Escrow Fund”), with disbursements made as needed. The Escrow may be set up with a bank of the Borrower’s choice and will be collateralized as required by the State of Florida.
AMOUNT FINANCED:	Approximately \$8,000,000.00
PURPOSE/USE:	Proceeds of the Loan, along with other available funds of the City, will be used primarily for the construction of a public works facility within the City.
TERM:	Approximately Fifteen (15) years, (Exhibit A).
PAYMENT STRUCTURE:	Borrower shall make Note payments as set forth in the RFP and in Exhibit A.
ANTICIPATED CLOSING DATE:	On or before November 22, 2024
INTEREST RATE:	4.26% (15 years)
INTEREST RATE LOCK:	The Interest Rates quoted above are valid through November 22, 2024.

SECURITY:

The Loan will be secured a covenant to budget and appropriate (CB&A) from Non-Ad Valorem Revenues of the City. Non-Ad Valorem Revenues shall mean all revenues, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments on the Loan.

PREPAYMENT:

Borrower shall have the right to pre-pay the Note in whole (or in part subject to mutually agreed upon parameters), on any payment date by paying the Principal Balance plus any outstanding interest due, provided the Borrower gives Lender at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then-outstanding Note balance, shall be equal to:

Exhibit A (15 year):

Year:	Percentage:
Closing-10/31/29	No Call
11/1/29-10/31/31	102%
11/1/31-10/31/32	101%
On or After 11/1/32	100%

FEES OF LENDER:

Not to exceed \$7,500.00. The costs of issuance incurred by Borrower, such as Note counsel fees, are payable by Borrower and may be capitalized into the Note upon request.

DOCUMENTATION:

Borrower shall provide the documentation for the Note, subject to review & approval by Lender. The borrower shall provide a tax opinion and an opinion of legal counsel attesting to the legal, valid, binding, and enforceable nature of the Note. The Lender will use Gilmore & Bell as counsel to review the documents. The City will be required to send the Lender financial statements on an annual basis by agreed upon dates.

ASSIGNMENT:

Webster Bank (the “Purchaser/Lender”) is purchasing the Note Obligation as a vehicle for making a commercial loan for its own account with the present intent to hold the Note Obligation to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the Note in whole only, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the Loan or (ii) banks, insurance companies or other financial institutions or their affiliates. The Note shall limit the right of the Purchaser/Lender or its assignees to sell or assign in whole only, interest in the Note to one of the entities listed in (i) or (ii). Webster Bank will sign an Investment Letter upon award.

IRS CIRCULAR 230 DISCLOSURE:

Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

Webster Bank is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Webster Bank is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Webster Bank to the Borrower. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower’s behalf.

CREDIT APPROVAL:

Although very favorably prescreened, the Note is subject to final approval by Webster Bank and the negotiation of mutually acceptable documentation. For due diligence, the Lender will require the Borrower’s three (3) most recent audited financial statements, its most recently adopted budget, and any other information that Lender may reasonably require.

PROPOSAL EXPIRATION:

Unless accepted by the Borrower or extended in writing by Webster Bank at its sole discretion, this Term Sheet shall expire on November 8, 2024, and the rate shall expire on November 22, 2024, if the Bond is not funded by that date.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment, and we will use good faith efforts to negotiate and finance the Note based on the terms herein. It is a pleasure to offer this financing proposal and we look forward to your favorable review.

Very truly yours,



Mark A. Cargo
Managing Director
mcargo@websterbank.com
www.websterbank.com

Agreed to and Accepted by:
The City of Mount Dora, Florida

_____ (Name)

_____ (Title)

_____ (Date)

15 Year Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/22/2024				8,000,000.00
1	05/01/2025	151,466.67	151,466.67	0.00	8,000,000.00
2	11/01/2025	559,400.00	170,400.00	389,000.00	7,611,000.00
3	05/01/2026	162,114.30	162,114.30	0.00	7,611,000.00
4	11/01/2026	568,114.30	162,114.30	406,000.00	7,205,000.00
5	05/01/2027	153,466.50	153,466.50	0.00	7,205,000.00
6	11/01/2027	577,466.50	153,466.50	424,000.00	6,781,000.00
7	05/01/2028	144,435.30	144,435.30	0.00	6,781,000.00
8	11/01/2028	586,435.30	144,435.30	442,000.00	6,339,000.00
9	05/01/2029	135,020.70	135,020.70	0.00	6,339,000.00
10	11/01/2029	596,020.70	135,020.70	461,000.00	5,878,000.00
11	05/01/2030	125,201.40	125,201.40	0.00	5,878,000.00
12	11/01/2030	607,201.40	125,201.40	482,000.00	5,396,000.00
13	05/01/2031	114,934.80	114,934.80	0.00	5,396,000.00
14	11/01/2031	617,934.80	114,934.80	503,000.00	4,893,000.00
15	05/01/2032	104,220.90	104,220.90	0.00	4,893,000.00
16	11/01/2032	628,220.90	104,220.90	524,000.00	4,369,000.00
17	05/01/2033	93,059.70	93,059.70	0.00	4,369,000.00
18	11/01/2033	640,059.70	93,059.70	547,000.00	3,822,000.00
19	05/01/2034	81,408.60	81,408.60	0.00	3,822,000.00
20	11/01/2034	652,408.60	81,408.60	571,000.00	3,251,000.00
21	05/01/2035	69,246.30	69,246.30	0.00	3,251,000.00
22	11/01/2035	665,246.30	69,246.30	596,000.00	2,655,000.00
23	05/01/2036	56,551.50	56,551.50	0.00	2,655,000.00
24	11/01/2036	678,551.50	56,551.50	622,000.00	2,033,000.00
25	05/01/2037	43,302.90	43,302.90	0.00	2,033,000.00
26	11/01/2037	692,302.90	43,302.90	649,000.00	1,384,000.00
27	05/01/2038	29,479.20	29,479.20	0.00	1,384,000.00
28	11/01/2038	706,479.20	29,479.20	677,000.00	707,000.00
29	05/01/2039	15,059.10	15,059.10	0.00	707,000.00
30	11/01/2039	<u>722,059.10</u>	<u>15,059.10</u>	<u>707,000.00</u>	
Grand Totals		10,976,869.07	2,976,869.07	8,000,000.00	

ABOUT – Webster Bank

The public finance group of Webster Bank provides tax-exempt and taxable financing solutions on a nationwide basis for state & local governments, non-profit corporations, and the federal government. Projects financed include virtually all types of essential capital items, including equipment, vehicles, energy efficiency & renewable energy equipment, and real property. Financing terms are tied to the useful life of the capital improvements and range from 3 to 20 years. Each member of the public finance team has 25 or more years of lending experience and is committed to the timely closing of awarded transactions.

CONTACT INFORMATION

For more information about this financing opportunity, please contact:

Mark Cargo

Managing Director

Webster Bank

Phone: (704) 287-4493

Email: mcargo@websterbank.com

EXHIBIT B
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

by and between

CITY OF MOUNT DORA, FLORIDA

and

WEBSTER BANK, NATIONAL ASSOCIATION

Dated as of November 22, 2024

relating to

**CITY OF MOUNT DORA, FLORIDA
NON-AD VALOREM REVENUE NOTE,
SERIES 2024**

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LOAN AGREEMENT

This **LOAN AGREEMENT** is made and entered into as of November 22, 2024 by and between **CITY OF MOUNT DORA, FLORIDA** (the “City”) and **WEBSTER BANK, NATIONAL ASSOCIATION** (together with its successors and assigns, the “Bank” or the “Lender”).

WITNESSETH:

WHEREAS, the City previously issued its Capital Improvement Revenue Bonds, Series 2018 for the purpose of financing capital improvements consisting of a public works building (the “2018 Project”) and now desires to finance the completion of the 2018 Project and such other municipal capital improvements as shall be approved by the City (collectively, the “Project”) all in accordance with the Act (hereinafter defined); and

WHEREAS, the City Council of the City (the “City Council”) has determined that it is a municipal public purpose, and necessary and desirable for the best interest of the City and its inhabitants that it borrow funds to finance the costs of the Project (the “Loan”); and

WHEREAS, the City received an offer from the Bank to provide the Loan to achieve these objectives; and

WHEREAS, amounts due under the Loan will be evidenced by the City’s Non-Ad Valorem Revenue Note, Series 2024 (the “Series 2024 Note”) and this Loan Agreement; and

WHEREAS, the Series 2024 Note is being issued to (i) finance the Project, and (ii) pay the costs of issuance of the Series 2024 Note; and

WHEREAS, the Series 2024 Note will be secured by the City’s covenant to budget, appropriate and deposit Non-Ad Valorem Revenues and solely by a pledge of the Pledged Revenues, as defined herein; and

WHEREAS, neither the Series 2024 Note nor any interest granted to the Bank herein shall be or constitute a lien upon the Project or upon any other property of or in the City; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used in this Loan Agreement and not defined in the recitals above or in this Section 1 shall have the meaning assigned in the Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

“Act” means Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, the municipal charter of the City, and other provisions of law.

“Authorized Investments” means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

“Bank” means Webster Bank, National Association and its successors and assigns, with offices located at 360 Lexington Avenue, 5th Floor, New York, New York 10017.

“Business Day” means any day of the year other than a day on which the Bank or the City are lawfully closed for business.

“City” means the City of Mount Dora, Florida, a municipal corporation of the State of Florida.

“City Attorney” means the City Attorney of the City.

“City Council” means the City Council of the City, as the governing body of the City.

“City Manager” means the City Manager of the City.

“Clerk” means the City Clerk or Deputy City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Date of Delivery” means November 22, 2024.

“Debt Service Fund” means the fund created pursuant to Section 10 hereof.

“Default” means an Event of Default as defined and described in Section 15 hereof.

“Fiscal Year” means the period from each October 1 to the succeeding September 30.

“Interest Rate” means the rate of interest payable on the Series 2024 Note described in Section 4 hereof and in the form of Series 2024 Note attached hereto as Exhibit A.

“Loan Agreement” means this Loan Agreement between the Bank and the City setting forth the terms and details of the Loan, and all amendments and supplements hereto.

“Mayor” means the Mayor of the City, or in his/her absence, the Vice Mayor of the City.

“Non-Ad Valorem Revenues” means all revenues of the City, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments on the Series 2024 Note.

“Note Counsel” means Bryant Miller Olive P.A.

“Paying Agent” means the Clerk.

“Payment Date” means the dates set forth in Section 4 hereof upon which principal and/or interest payments on the Series 2024 Note are due.

“Person” or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

“Pledged Revenues” means the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund and any proceeds of the Series 2024 Note on deposit in the Project Fund as provided herein.

“Project” means the completion of the 2018 Project and such other municipal capital improvements as shall be approved by the City.

“Project Costs” means all or a portion of the cost of undertaking the acquisition and construction of the Project, including, but not limited to (i) the City’s cost of physical construction, (ii) the costs of acquisition by or for the City of the Project (iii) the costs of land and interests therein and the cost of the City incidental to such acquisition, (iv) the cost of any indemnity and surety bonds and premiums for insurance during construction, (v) engineering, legal and other consultant fees and expenses, (vi) costs and expenses incidental to the issuance of the Series 2024 Note for up to one year, including the fees and expenses of any attorneys, financial advisors, auditors, engineers, or depository, and (vii) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles and shall include reimbursement to the City for any such items of cost heretofore paid by the City.

“Register” means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2024 Note.

“Registered Owner” means the person in whose name the ownership of the Series 2024 Note is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Bank.

“Registrar” means the Person maintaining the Register. The Registrar shall be the Clerk.

“Regulations” means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

“Resolution” means the Resolution No. 2024-37 adopted by the City Council on November 19, 2024, authorizing execution of this Loan Agreement and issuance of the Series 2024 Note.

“Series 2024 Note” means the City’s Non-Ad Valorem Revenue Note, Series 2024.

“State” means the State of Florida.

“2018 Project” means capital improvements, consisting of a public works building, previously financed in part by the City’s Capital Improvement Revenue Bonds, Series 2018.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions hereof (a) have been negotiated between the City and the Bank; (b) shall not be construed strictly in favor of or against either party hereto; and (c) shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN; PROJECT FUND.

A. Loan. The Bank hereby makes and the City hereby accepts the Loan in the aggregate principal amount of \$8,000,000, upon the terms and conditions set forth herein.

B. Project Fund. There is hereby established the “Non-Ad Valorem Revenue Note, Series 2024 Project Fund” (the “Project Fund”). Upon issuance of the Series 2024 Note, the proceeds thereof shall be applied as follows:

1. The City shall pay the costs and expenses in connection with the preparation and issuance of the Series 2024 Note.
2. The balance shall be deposited to the Project Fund and used solely to pay the Project Costs.
3. Upon completion of the acquisition and construction of the Project, any amounts remaining on deposit in the Project Fund shall be used to pay debt service on or prepay the Series 2024 Note in accordance with its terms.

SECTION 4. DESCRIPTION OF SERIES 2024 NOTE. The obligation of the City to repay the Loan shall be evidenced by the Series 2024 Note. The Series 2024 Note shall be dated as of the Date of Delivery, and shall be in registered form.

The Series 2024 Note shall be issued in the principal amount of \$8,000,000 and shall bear interest at a fixed rate equal to 4.26% per annum (subject to adjustment as provided in the Series 2024 Note), calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, shall be dated the Date of Delivery and be subject to prepayment as set forth in the Series 2024 Note. Principal shall be payable annually commencing November 1, 2025 and on each November 1 thereafter through and including November 1, 2039, in the annual amounts set forth in the Series 2024 Note. Interest shall be payable semiannually on each May 1 and November 1, commencing May 1, 2025, and thereafter through and including November 1, 2039.

The City hereby appoints the Clerk to serve as Paying Agent and Registrar on the Series 2024 Note.

SECTION 5. EXECUTION OF SERIES 2024 NOTE. The Series 2024 Note shall be executed in the name of the City by the Mayor and attested by the Clerk, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Series 2024 Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of the Series 2024 Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized. The Series 2024 Note may be executed by the facsimile signatures of the Mayor and/or Clerk, provided that at least one of the foregoing signatures must be a manual signature.

SECTION 6. REGISTRATION AND TRANSFER OF SERIES 2024 NOTE. The Series 2024 Note shall be and shall have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of Florida, and each Registered Owner, in accepting the Series 2024 Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Note is shown on the Register shall be deemed the Registered Owner thereof by the City and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2024 Note for all purposes, whether or not the Series 2024 Note shall be overdue, and any notice to the contrary shall not be binding upon the City or the Registrar.

The Series 2024 Note may only be transferred to a Permitted Lender in whole, in a denomination of not less than \$100,000. As used herein, "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida. Upon surrender to the Registrar for transfer or exchange of the Series 2024 Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee a new fully registered Note of the same series, amount, maturity and interest rate as the Series 2024 Note surrendered.

The Series 2024 Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City or the Registrar, duly executed by the Registered Owner or by his duly authorized attorney and a purchaser certificate from such transferee in substantially the form attached to the Resolution as Exhibit B. Nothing herein shall limit the right of the Registered Owner of the Series 2024 Note to sell or assign participation interests in the Series 2024 Note to a Permitted Lender (as defined in this Section 6).

The City and the Registrar may charge the Registered Owner or its transferee, as the case may be, a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of the Series 2024 Note. The Registrar or the City may also require payment from the Registered Owner or its transferee,

as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2024 Note surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2024 Note surrendered.

Whenever a Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

Assignment and transfer of the Series 2024 Note shall without further action be deemed to assign the Bank's interest under this Loan Agreement.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2024 Note shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Note of like tenor as the Series 2024 Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series 2024 Note, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Note, upon surrender of such mutilated Note, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2024 Note shall have matured or be about to mature, instead of issuing a substitute Note, the City may pay the same, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof. Any Note surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such new Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City whether or not, as to the new Note, the lost, stolen or destroyed Note be at any time found by anyone, and such new Note shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2024 Note originally issued hereunder.

SECTION 8. FORM OF SERIES 2024 NOTE. The Series 2024 Note shall be in substantially the form attached hereto as Exhibit A, with such changes as shall be approved by the City, such approval to be conclusively evidenced by the execution thereof by the Mayor.

SECTION 9. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION.

The City promises that it will promptly pay the principal of and interest on the Series 2024 Note at the place, on the dates and in the manner provided therein according to the true intent

and meaning hereof and thereof. The payment of the principal of and interest on the Series 2024 Note shall be secured solely by a lien upon and pledge of the Pledged Revenues. The principal of and interest on the Series 2024 Note shall not constitute a general obligation or indebtedness of the City or a “bond” within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be a limited obligation of the City payable solely from the Pledged Revenues as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Series 2024 Note. The Series 2024 Note shall not be secured by, nor constitute a lien upon, the Project or upon any property of or in the City and no Registered Owner shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay the Series 2024 Note or be entitled to payment of such Series 2024 Note except from the Pledged Revenues as described herein.

SECTION 10. COVENANT TO BUDGET AND APPROPRIATE; DEBT SERVICE FUND.

A. Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Series 2024 Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Registered Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues

or to permit or constitute a mortgage or lien upon any assets owned by the City and no Registered Owner of the Series 2024 Note nor any other person, may compel the levy of ad valorem taxes on any real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Loan Agreement or the Series 2024 Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Loan Agreement nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

There is hereby created and established a “Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund,” which shall be maintained on the books of the City as a separate account (but need not be maintained as a separate bank or deposit account) (the “Debt Service Fund”). Moneys in the Debt Service Fund shall be used only to pay principal of and interest on the Series 2024 Note and for no other purpose.

Amounts on deposit in the Debt Service Fund may be invested and reinvested by the City in Authorized Investments maturing or redeemable at the option of the City not later than the date such amounts are needed for the payments required hereunder. All income from the investment of moneys in the Debt Service Fund shall be retained therein and used for the purposes thereof.

The City shall not be required to make any further payments into the Debt Service Fund when the aggregate amount of money and Authorized Investments therein is at least equal to the maximum principal amount outstanding on the Series 2024 Note plus accrued interest thereon through maturity.

The designation of the Debt Service Fund (including subaccounts therein) and the Project Fund established in Section 3 hereof as special funds for this Loan Agreement shall not be construed to require the establishment of completely independent, self-balancing fund, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as herein provided. The moneys and investments required to be accounted for in such funds may be pooled with other moneys in a single fund or account, provided that adequate accounting records are maintained to reflect the

allocation of the moneys and investments on deposit therein to the respective funds and to control the restricted uses of such moneys and investments for the various purposes as herein provided.

B. Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Series 2024 Note as Pledged Revenues. The City has lawful power and authority to pledge such Pledged Revenues and expects that Non-Ad Valorem Revenues of the City will be sufficient to pay the principal of and interest on the Series 2024 Note when due as provided herein and in the Series 2024 Note.

SECTION 11. COVENANTS OF THE CITY. Until the principal of and interest on the Series 2024 Note shall have been paid in full or until (a) there shall have been set apart in the Debt Service Fund a sum sufficient to pay when due the entire principal of and interest accrued and to accrue on the Series 2024 Note through maturity, or (b) provision for payment of the Series 2024 Note shall have been made in accordance with the provisions of this Loan Agreement, the City covenants with the Registered Owner of the Series 2024 Note as follows:

A. Payments. The City will punctually pay all principal of and interest on the Series 2024 Note when due by wire transfer or other medium acceptable to the City and the Bank.

B. Financial Report. Not later than nine (9) months following the end of the City's Fiscal Year, beginning with the fiscal year ended September 30, 2024, the City will provide the Bank a copy of the City's annual comprehensive financial report. In the event that the audited comprehensive annual financial report is not available within nine (9) months after the end of the fiscal year, the City will provide an unaudited financial report to the Bank within such period, and will then supply the audited annual comprehensive financial report immediately upon the availability thereof. The electronic financial reports may be sent to the following email address (or such other address as the Bank supplies to the City in writing): PublicFinance@WebsterBank.com.

C. Annual Budget and Other Information. The City will prepare its annual budget in accordance with the Act, and will provide to the Bank a copy of its final annual budget for each Fiscal Year within 30 days of adoption thereof by the City Council and such other financial or public information as the Bank may reasonably request. The annual budget and other information may be sent to the following email address (or such other address as the Bank supplies to the City in writing): PublicFinance@WebsterBank.com.

D. Tax Compliance. Neither the City, nor any third party over whom the City has control, will make any use of the proceeds of the Series 2024 Note or of the Project at any time during the term of the Series 2024 Note which would cause the Series 2024 Note to be (a) a "private activity bond" within the meaning of Section 103(b)(1) of the Code or (b) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The City covenants throughout the term of the Series 2024 Note to comply with the requirements of the Code and the Regulations,

as amended from time to time, and to take all actions necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2024 Note.

E. Anti-Dilution Test. The City may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues provided the following conditions are satisfied: (a) the City is not in default under the Series 2024 Note, and (b) the total amount of Non-Ad Valorem Revenues for the immediately preceding Fiscal Year for which audited financial statements are available was at least 1.5 times the maximum annual debt service of all debt expected to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed assuming that interest accrues on such Debt at the current "Bond Buyer 25-Bond Revenue Index" as published in The Bond Buyer (or comparable index if "Bond Buyer 25-Bond Revenue Index" no longer exists) no more than three weeks prior to any such calculation. In addition, with respect to debt service on any Variable Rate Debt which is subject to a hedge agreement, interest on such Debt during the term of such hedge agreement shall be deemed to be the hedge payments coming due during such period of time but only up to the notional amount of the hedge agreement. For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize over 25 years on an approximately level debt service basis. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the original principal amount thereof comes due in any one year. For purposes of calculating maximum annual debt service, with respect to debt service on any Debt to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date. With respect to debt service on any Debt which the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenue as a secondary source of funds to satisfy such obligation, only that portion of the debt service on such Debt which was paid for from Non-Ad Valorem Revenues in the immediately preceding Fiscal Year shall be considered in calculating maximum annual debt service.

SECTION 12. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the Bank that:

A. Organization. The City is a municipal corporation, duly organized and existing under the laws of the State of Florida.

B. Authorization of Loan Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution and delivery of and the

performance by the City of its obligations under, this Loan Agreement and the Series 2024 Note in accordance with their respective terms. This Loan Agreement and the Series 2024 Note have been duly executed and delivered by the City and are valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization or moratorium applicable to the City or by general principles of equity regarding the availability of specific performance.

SECTION 13. CONDITIONS PRECEDENT. The obligation of the Bank to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Initial Disbursement Date:

A. Action. The Bank shall have received a copy of the Resolution certified as complete and correct as of the closing date, together with an executed Loan Agreement, the executed Series 2024 Note, and the customary closing certificates.

B. Incumbency of Officers. The Bank shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Loan Agreement, the Series 2024 Note and the related financing documents on behalf of the City.

C. Opinion of City Attorney. The Bank shall have received a written opinion of the City Attorney as to (1) the valid existence of the City as a municipal corporation of the State; (2) the due adoption of the Resolution; (3) the due authorization, execution, validity and enforceability of this Loan Agreement and the Series 2024 Note and the related financing documents; and (4) the absence of litigation against the City relating to (a) its existence or powers, and (b) the proceedings for the authorization of the Loan Agreement and issuance of the Series 2024 Note, in a form and substance satisfactory to the Bank.

D. Opinion of Note Counsel. The Bank shall have received a letter from Note Counsel authorizing the Bank to rely on the approving opinion of Note Counsel delivered to the City with respect to the Series 2024 Note to the same extent as if such opinion were addressed to the Bank. The opinion, in form and substance satisfactory to the Bank, shall, at a minimum, address the status of interest on the Series 2024 Note under the provisions of Section 103 of the Code.

E. Representations and Warranties; No Default. The representations and warranties made by the City herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Default shall have occurred and be continuing as of the Date of Delivery or will result from the consummation of the Loan; and the Bank shall have received a certificate from the City to the foregoing effect.

F. Other Documents. The Bank shall have received such other documents, certificates and opinions as the Bank or its counsel shall have reasonably requested.

SECTION 14. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, delivered by

telecopier, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

City: City of Mount Dora, Florida
510 N. Baker St.
Mount Dora, Florida 23757
Attention: Finance Director

Bank: Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, New York 10017
Attention: Public Sector Finance

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or courier, as specified above, of an original promptly after such communication by telecopier.

SECTION 15. EVENTS OF DEFAULT DEFINED. The following shall be “Events of Default” under this Loan Agreement, and the terms “Default” and “Events of Default” shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

A. Failure by the City to make any payment of principal of or interest on the Series 2024 Note on the applicable Payment Date (a “Payment Default”);

B. Except for a Payment Default described in paragraph A above, failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Loan Agreement for a period of thirty (30) days after written notice of such failure shall have been delivered to the City by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

C. The making of any warranty, representation or other statement by the City or by an officer or agent of the City in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement which is false or misleading in any material adverse respect;

D. The filing of a petition against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within sixty (60) days of such filing;

E. The filing by the City of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the City to the filing of any petition against it under such law; or

F. The admission by the City of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the City's becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

SECTION 16. REMEDIES. The Bank may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Loan Agreement, and to enforce and compel the performance of all duties required by this Loan Agreement or by any applicable laws to be performed by the City, the City Council or by any officer thereof, and may take all steps to enforce this Loan Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America; provided acceleration of amounts due under this Loan Agreement or the Series 2024 Note shall not be a remedy upon an Event of Default. The City and the Bank each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Series 2024 Note or arising out of, under or in conjunction with the Series 2024 Note or this Loan Agreement. Upon an Event of Default, the Bank may recover from the City all expenses incurred in the collection and enforcement of the Series 2024 Note including without limitation reasonable attorney's fees, at all levels of the proceedings whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise. So long as the Bank is the Registered Owner of the Series 2024 Note, it may exercise its remedies independently of any other series of debt obligations of the City and would not require any other bondholder or noteholder approvals to exercise such remedies.

SECTION 17. NO PERSONAL LIABILITY. No recourse shall be had for the payment of the principal of and interest on the Series 2024 Note or for any claim based on the Series 2024 Note or on this Loan Agreement, against any present or former member or officer of the City Council or any person executing the Series 2024 Note.

SECTION 18. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, provided that credit for payments made shall not be given until the payment is actually received by the Registered Owner.

SECTION 19. AMENDMENTS, CHANGES AND MODIFICATIONS. This Loan Agreement may be amended only by a writing signed by both parties hereto.

SECTION 20. BINDING EFFECT. To the extent provided herein, this Loan Agreement shall be binding upon the City and the Bank and shall inure to the benefit of the City and the Bank and their respective successors and assigns. This Loan Agreement shall be

discharged and neither the City nor the Bank shall have any further obligations hereunder under the Series 2024 Note when the City shall have paid the principal of and interest on the Series 2024 Note in full and shall have paid in full all other amounts, if any, due under the Series 2024 Note or this Loan Agreement.

SECTION 21. SEVERABILITY. In the event any court of competent jurisdiction shall hold any provision of this Loan Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

SECTION 22. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. APPLICABLE LAW. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

[Remainder of page intentionally left blank]

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

CITY OF MOUNT DORA, FLORIDA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

[City Signature Page to Loan Agreement]

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

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name: Kevin C. King

Title: Senior Managing Director

[Bank Signature Page to Loan Agreement]

EXHIBIT A

FORM OF SERIES 2024 NOTE

ANY REGISTERED OWNER OF THIS NOTE, PRIOR TO BECOMING A REGISTERED OWNER, SHALL EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE NOTE RESOLUTION (HEREINAFTER DEFINED)

**CITY OF MOUNT DORA, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024**

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>
As described herein	November 1, 2039	November 22, 2024
REGISTERED OWNER:	WEBSTER BANK, NATIONAL ASSOCIATION	
PRINCIPAL AMOUNT:	\$8,000,000	

The City of Mount Dora, Florida (the "City"), for value received, hereby promises to pay to Webster Bank, National Association, or its successors and assigns (the "Registered Owner") on the Maturity Date specified above, the Principal Amount hereof, plus interest accrued thereon from the Date of Delivery at the Rate of Interest described herein from the Pledged Revenues as described herein, until payment of the Principal Amount stated above, payable in installments as set forth below. Such Principal Amount and interest accrued thereon is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Series 2024 Note shall bear interest from the Date of Delivery until payment of the entire outstanding Principal Amount due thereon. The Rate of Interest on this Series 2024 Note shall be a fixed rate of interest equal to 4.26% per annum, subject to adjustment as provided below. Interest on this Series 2024 Note shall be calculated using a 360 day year consisting of twelve (12) thirty (30) day months, with no compounding of interest.

Interest on this Series 2024 Note shall be paid semiannually each May 1 and November 1, commencing May 1, 2025. Principal installments on this Series 2024 Note shall be paid on November 1 of the years and in the amounts provided in Exhibit A Debt Service Schedule.

In the event of a Determination of Taxability (as defined below), the Registered Owner shall have the right to adjust the rate of interest on this Series 2024 Note to the Taxable Rate. "Taxable Rate" shall mean the interest rate per annum that shall provide the Registered Owner with the same after-tax yield that the Registered Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the

Registered Owner. The Registered Owner shall provide the City with a written statement explaining the calculation of the Taxable Rate, which shall, in the absence of manifest error, be conclusive and binding on the City. This adjustment shall survive payment of this Series 2024 Note until such time as the federal statute of limitations under which the interest on this Series 2024 Note could be declared taxable under the Code shall have expired.

“Determination of Taxability” shall mean, with respect to this Series 2024 Note, the circumstance that shall be deemed to have occurred if interest paid or payable on this Series 2024 Note becomes includable for federal income tax purposes in the gross income of the Registered Owner solely as a consequence of any action or inaction by the City. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the City or the Registered Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on this Series 2024 Note is includable in the gross income of the Registered Owner; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on this Series 2024 Note is includable in the gross income of the Registered Owner; or (c) receipt by the City or the Registered Owner of an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions to the effect that any interest on this Series 2024 Note has become includable in the gross income of the Registered Owner for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Series 2024 Note is deemed includable in the gross income of the Registered Owner. A Determination of Taxability shall not occur in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum tax imposed on corporations.

In the case of (a) and (b) above, upon the Determination of Taxability and timely written notice thereof, the City shall have an opportunity to participate in and seek, at its own expense, a final administrative determination or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the existence of such event of taxability; provided that the City, at its own expense, delivers to the Registered Owner an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions acceptable to the Registered Owner to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

This Series 2024 Note is issued being issued to finance the completion of the construction of capital improvements consisting of a public works building and such other municipal capital improvements as shall be approved by the City Council pursuant to the authority of Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, the municipal charter of the City, and other provisions of law, and pursuant and subject to the terms and conditions of Resolution No. 2024-37 duly adopted by the City Council of the City on

November 19, 2024 (the “Note Resolution”), and the Loan Agreement dated as of November 22, 2024 between the City and Webster Bank, National Association (the “Loan Agreement”). Capitalized terms used in this Series 2024 Note and not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

This Series 2024 Note is payable from and secured solely by a lien on the Pledged Revenues, as defined in and in the manner provided in, and subject to the terms and conditions of, the Note Resolution and the Loan Agreement.

This Series 2024 Note shall not be prepayable prior to November 1, 2029. On November 1, 2029 through and including October 31, 2031, and upon at least thirty (30) days’ prior written notice to the Registered Owner, this Series 2024 Note shall be subject to prepayment at the option of the City in whole or in part, on any principal or interest payment date for this Series 2024 Note with a prepayment premium of 2% of the principal amount being prepaid, by paying to the Registered Owner the principal prepayment amount together with the unpaid interest accrued to the date of such prepayment, plus said prepayment premium of 2%. On November 1, 2031 through and including October 31, 2032, and upon at least thirty (30) days’ prior written notice to the Registered Owner, this Series 2024 Note shall be subject to prepayment at the option of the City in whole or in part, on any principal or interest payment date for this Series 2024 Note with a prepayment premium of 1% of the principal amount being prepaid, by paying to the Registered Owner the principal prepayment amount together with the unpaid interest accrued to the date of such prepayment, plus said prepayment premium of 1%. On and after November 1, 2032, and on any principal or interest payment date thereafter, and upon at least thirty (30) days’ prior written notice to the Registered Owner, this Series 2024 Note shall be subject to prepayment at the option of the City, in whole or in part, with no penalty or premium by paying to the Registered Owner the principal prepayment amount together with the unpaid interest accrued to the date of such prepayment. Any partial prepayment shall (i) occur no more than once during any consecutive twelve (12) month period, (ii) be in a minimum principal amount of \$500,000 and (iii) be applied to the then remaining principal repayment schedule in inverse order of installments coming due. Notwithstanding the foregoing, upon completion of the acquisition and construction of the Project, any amounts remaining on deposit in the Project Fund may be applied to prepay the outstanding principal amount of this Series 2024 Note without prepayment premium or penalty.

This Series 2024 Note shall not constitute a general obligation or indebtedness of the City, and the Registered Owner thereof shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Series 2024 Note. This Series 2024 Note shall not constitute a lien upon any property of or in the City, but shall be payable solely from the Pledged Revenues in the manner provided in the Loan Agreement. Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Series 2024 Note and the duties and obligations of the City hereunder.

This Series 2024 Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of Florida, and the Registered Owner, in accepting this Series 2024 Note, shall be conclusively deemed to have agreed that such

Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

The City Clerk shall be the Paying Agent and Registrar who shall be responsible for maintaining the Register of the ownership of this Series 2024 Note. The person in whose name ownership hereof is shown on the Register shall be deemed the Registered Owner thereof by the City, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the Registered Owner as the absolute owner of the Series 2024 Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of this Series 2024 Note may be transferred only upon the Register as set forth in the Loan Agreement. Upon surrender to the Registrar for transfer or exchange of this Series 2024 Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee a new fully registered Note of authorized denominations and of the same maturity and interest rate and for the aggregate principal amount as the Series 2024 Note surrendered.

The new Series 2024 Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2024 Note surrendered and shall be entitled to all of the security and benefits to the same extent as the Series 2024 Note surrendered.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Mount Dora, Florida, has caused this Note to be executed by the Mayor, and attested by the City Clerk, either manually or with their facsimile signatures, provided that at least one of the foregoing signatures must be a manual signature, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated as of the Date of Delivery.

CITY OF MOUNT DORA, FLORIDA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Series 2024 Note and does hereby irrevocably constitute
and appoint _____
as his agent to transfer the Series 2024 Note on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed
by an institution which is a participant
Registered in the Securities Transfer Agent
within Medallion Program (STAMP) or
alternation or similar program.

NOTICE: The signature to this assignment
must correspond with the name of the
Owner as it appears upon the face of the
Note in every particular, without
enlargement or change whatever.

(Authorized Officer)

EXHIBIT A

DEBT SERVICE SCHEDULE

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2025		150,520.00	150,520.00	
09/30/2025				150,520.00
11/01/2025	389,000	170,400.00	559,400.00	
05/01/2026		162,114.30	162,114.30	
09/30/2026				721,514.30
11/01/2026	406,000	162,114.30	568,114.30	
05/01/2027		153,466.50	153,466.50	
09/30/2027				721,580.80
11/01/2027	424,000	153,466.50	577,466.50	
05/01/2028		144,435.30	144,435.30	
09/30/2028				721,901.80
11/01/2028	442,000	144,435.30	586,435.30	
05/01/2029		135,020.70	135,020.70	
09/30/2029				721,456.00
11/01/2029	461,000	135,020.70	596,020.70	
05/01/2030		125,201.40	125,201.40	
09/30/2030				721,222.10
11/01/2030	482,000	125,201.40	607,201.40	
05/01/2031		114,934.80	114,934.80	
09/30/2031				722,136.20
11/01/2031	503,000	114,934.80	617,934.80	
05/01/2032		104,220.90	104,220.90	
09/30/2032				722,155.70
11/01/2032	524,000	104,220.90	628,220.90	
05/01/2033		93,059.70	93,059.70	
09/30/2033				721,280.60
11/01/2033	547,000	93,059.70	640,059.70	
05/01/2034		81,408.60	81,408.60	
09/30/2034				721,468.30
11/01/2034	571,000	81,408.60	652,408.60	
05/01/2035		69,246.30	69,246.30	
09/30/2035				721,654.90
11/01/2035	596,000	69,246.30	665,246.30	
05/01/2036		56,551.50	56,551.50	
09/30/2036				721,797.80
11/01/2036	622,000	56,551.50	678,551.50	
05/01/2037		43,302.90	43,302.90	
09/30/2037				721,854.40
11/01/2037	649,000	43,302.90	692,302.90	
05/01/2038		29,479.20	29,479.20	
09/30/2038				721,782.10
11/01/2038	677,000	29,479.20	706,479.20	
05/01/2039		15,059.10	15,059.10	
09/30/2039				721,538.30
11/01/2039	707,000	15,059.10	722,059.10	
09/30/2040				722,059.10
	8,000,000	2,975,922.40	10,975,922.40	10,975,922.40

EXHIBIT C

FORM OF LENDER'S CERTIFICATE

This is to certify that Webster Bank, National Association (the "Lender") is making a loan to the City of Mount Dora, Florida (the "City"), evidenced by the \$8,000,000 Non-Ad Valorem Revenue Note, Series 2024 (the "Note"). The Lender has not required the City to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the Note, and no inference should be drawn that the Lender, in the acceptance of the Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A. and by the Shepard, Smith, Hand & Brackins, P.A., the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution duly adopted by the City Council of the City on November 19, 2024 (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and we are making the loan and purchasing the Note for our own account and not with a present view to a resale or other distribution to the public. We intend to hold the Note to the earlier of maturity or prepayment; provided, however, that we intend to sell a 100% participation interest in the Note to a wholly-owned affiliate on the date hereof, at par. We understand that the Note may only be transferred in whole and not in part and denominations not less than \$100,000 even in whole, and will not be transferred to any kind of trust under any circumstances. The Note will not be used in the future on a securitized transaction and is not a municipal security.

The Note may only be transferred to a Permitted Lender in whole, in a denomination of not less than \$100,000. As used herein, "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We understand that the Note is not a municipal security and that, unless otherwise required, no filing will be made with respect to the Note with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

We understand that there will be no CUSIP Number obtained for the Note and that there will be no credit rating obtained for the Note.

We are an “accredited investor” within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended.

The representations in this Certificate shall not relieve the City from any obligation to disclose any information required by the Resolution, the documents in connection with the issuance of the Note or as required by applicable law.

This Certificate is expressly for the benefit of the City and may not be relied upon by any other party.

DATED this 22nd day of November, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION

By:_____

Name: Kevin C. King

Title: Senior Managing Director

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, Webster Bank, National Association (the “Bank”), proposes to negotiate with the City of Mount Dora, Florida (the “City”) for the extension of a loan to the City through the private purchase of its \$8,000,000 Non-Ad Valorem Revenue Note, Series 2024 (the “Note”). Prior to the award of the Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Bank in connection with the issuance of the Note (such fees and expenses to be paid by the City):

Bank Counsel Fees – \$7,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Note to any person not regularly employed or retained by the Bank (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph 1 above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Bank or to exercise or attempt to exercise any influence to effect the purchase of the Note by the Bank.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The City is issuing the Note primarily to finance capital improvements consisting of a public works building and such other municipal capital improvements as shall be approved by the City Council.

Unless earlier prepaid, the Note is expected to be repaid on November 1, 2039. Based solely on calculations provided by Hilltop Securities Inc., the City’s financial advisor, at an interest rate of 4.260%, total interest paid over the life of the Note is estimated to be \$2,975,922.40.

The principal of and interest on the Note will be payable solely from the Pledged Revenues as described in a resolution of the City duly adopted on November 19, 2024 (the “Resolution”) and the Loan Agreement between the City and the Bank (the “Loan Agreement”). See the Resolution and the Loan Agreement for a definition of Pledged Revenues. Based on the

above assumptions, issuance of the Note is estimated to result in an annual average amount of approximately \$734,584.88 of Pledged Revenues of the City not being available to finance other services of the City each year for fifteen (15) years. The representations in this paragraph are provided pursuant to Section 218.385, Florida Statutes for informational purposes only, and shall not affect the actual terms and conditions of the Note.

6. The name and address of the Bank is as follows:

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, New York 10017
Attention: Public Sector Finance

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Bank this 22nd day of November, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Kevin C. King
Title: Senior Managing Director



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-42**, FY 2023-24 Year End Budget Amendment

Introduction:

This is a request for the City Council to approve Resolution No. 2024-42, Fiscal Year 2023-24 Year End Budget Amendment.

Discussion:

Section 166.241(8), Florida Statutes provides in part that "The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year." Generally speaking, the City Council is only required to take action in those instances where the total appropriations (i.e. expenditures) within a fund are changed (either increased or decreased). Section 166.241(8)(c), Florida Statutes provides in part that "the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter."

The resolution provided for your consideration tonight, together with the accompanying attachment, satisfies that provision. Authority for moving funds between line items in a fund, where the total amount budgeted for that fund is not changed, is vested with the City Manager.

Budget Impact:

Establish the Final Year End Budget for Fiscal 2023-24 budgeted for the General Fund, Special Revenue, Debt Service, Capital Improvement, Enterprise and Internal Service funds per Exhibit "A."

Strategic Impact:

Financial and Economic Sustainability.

Recommendation:

City Council approve Resolution No. 2024-42.

Attachment(s):

1. Reso No. 2024-42 Year End Budget Amendment
2. Exhibit A

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/12/2024
Approved - 11/12/2024
Approved - 11/13/2024
Approved - 11/13/2024
Final Approval - 11/13/2024

RESOLUTION 2024-42

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE YEAR-END BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-24; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF YEAR-END BUDGET ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 21, 2023, the City of Mount Dora, adopted Resolution 2023-41, approving the City's total operating budget for Fiscal Year 2023-24; and

WHEREAS, the City of Mount Dora adopted Resolution 2024-09, on April 16, 2024 amending the total operating budget for Fiscal Year 2023-24; and

WHEREAS, year-end budget adjustments are necessary to allow the City of Mount Dora to finalize and close out its Fiscal Year 2023-24 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of 2023-24 Budget Adjustments. The adjustments to the total operating budget for Fiscal Year 2023-24, as itemized in **Exhibit "A"** attached hereto are hereby approved.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the year-end adjustments to the budget for Fiscal Year 2023-24, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature

that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 19th day of November 2024.

MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form.

Patrick Brackins
City Attorney

EXHIBIT “A”

Year-end Budget Adjustments for
Fiscal Year 2023-24

Exhibit "A"

FINAL PROPOSED BUDGET FISCAL YEAR 2023 - 2024				
FUND	Final Proposed Reso. 2023-41	Mid-Year Amendment Reso. 2024-09	Year- End Budget Amendment Reso. 2024-42	Final
001 - General Fund	\$ 33,312,844	\$ (1,508,443)	\$ -	\$ 31,804,401
015 - Disaster Fund	\$ -		\$ 97,070	\$ 97,070
111 - Discretionary Sales Tax	\$ 4,147,460	\$ (557,012)	\$ -	\$ 3,590,448
117 - Community Redevelopment Agency	\$ 2,557,093	\$ -	\$ -	\$ 2,557,093
118 - Northeast Community Redevelopment Agency	\$ 14,187,469	\$ -	\$ -	\$ 14,187,469
120 - Law Enforcement Trust Fund	\$ -	\$ -	\$ 2,058	\$ 2,058
123 - Building Division	\$ 3,777,377	\$ 775,000	\$ -	\$ 4,552,377
124 - Police Impact Fee	\$ 157,539	\$ -	\$ 3,504	\$ 161,043
125 - Fire Impact Fee	\$ 330,000	\$ -	\$ -	\$ 330,000
126 - Library Impact Fee	\$ 388,276	\$ 219,724	\$ 24,925	\$ 632,925
127 - Parks Impact Fee	\$ 2,806,690	\$ (1,186,365)	\$ -	\$ 1,620,325
131 - Fire Assessment Fee	\$ 2,594,007	\$ (39,414)	\$ -	\$ 2,554,593
150 - Cemetery	\$ 172,710	\$ -	\$ -	\$ 172,710
200 - Debt Service	\$ 1,566,372	\$ -	\$ -	\$ 1,566,372
310 - Capital Construction	\$ 28,164,631	\$ (1,842,356)	\$ (1,872,787)	\$ 24,449,488
410 - Electric	\$ 13,544,554	\$ 363,220	\$ -	\$ 13,907,774
415 - Electric Construction	\$ 3,032,904	\$ 373,201	\$ -	\$ 3,406,105
421 - Water / Wastewater Utility	\$ 19,761,963	\$ 573,815	\$ -	\$ 20,335,778
422 - Wastewater Impact Fee	\$ 3,719,077	\$ -	\$ -	\$ 3,719,077
423 - Water Impact Fee	\$ 2,416,549	\$ -	\$ -	\$ 2,416,549
425 - Water / Wastewater Construction	\$ 9,424,867	\$ -	\$ -	\$ 9,424,867
430 - Sanitation Utility	\$ 3,206,215	\$ -	\$ -	\$ 3,206,215
440 - Stormwater Utility	\$ 5,208,974	\$ (239,154)	\$ -	\$ 4,969,820
445 - Stormwater Construction	\$ 2,750,762	\$ (29,154)	\$ -	\$ 2,721,608
500 - Public Work Warehouse	\$ 19,414,567	\$ -	\$ -	\$ 19,414,567
501 - Vehicle Replacement	\$ 557,605	\$ -	\$ -	\$ 557,605
510 - Self Insured Health	\$ 4,062,262	\$ -	\$ -	\$ 4,062,262
515 - Property & Casualty & Workers Compensation	\$ 994,255	\$ 66,500	\$ 72,246	\$ 1,133,001
Total City Wide Budget	<u>182,257,022</u>	<u>(3,030,438)</u>	<u>(1,672,984)</u>	<u>177,553,600</u>

**Exhibit "A" DETAIL FOR RES. 2024-42
STAFF RECOMMENDED ADJUSTMENTS**

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL FUND - 001					
001-0000-381.01-24	Transfer from Police Impact	157,539	3,504	161,043	Increase in transfer to General Fund
001-0000-351.50-02	Parking Fines	9,137	(3,504)	5,633	Decrease in revenue from Federal Grants received
	REVENUES		-		
001-5555-580.23-01	Health and Life Insurance	327,720	3,504	331,224	Increase in expense of Health and Life insurance
001-5555-580.99-01	Contingency / Budget Stabilization	500,713	(3,504)	497,209	Decrease in contingency funds to balance
	EXPENDITURES		-		
DISASTER FUND - 015					
015-0000-331.50-01	FEMA Disaster Relief	-	93,025	93,025	Non budgeted revenue from FEMA
015-0000-334.50-01	Disaster Relief	-	4,045	4,045	Non budgeted revenue from FEMA
	REVENUES		97,070		
015-5555-589.10-01	Current Year Fund Balance	-	97,070	97,070	Increase in fund balance
	EXPENDITURES		97,070		
LAW ENFORCEMENT TRUST FUND - 120					
120-0000-351.20-01	Confiscated money	-	596	596	Non budgeted revenue in Confiscated Money/Sale of Property
120-0000-361.10-01	Investment Income	-	1,462	1,462	Non budgeted investment income
	REVENUES		2,058		
120-5555-589.10-01	Current Year Fund Balance	-	2,058	2,058	Increase in fund balance
	EXPENDITURES		2,058		

BUILDING FUND - 123

123-0000-341.33-01	Building Reinspection Fee	65,000	42,475	107,475	Increase in reinspection fee
123-0000-361.10-01	Investment Income	-	86,336	86,336	Increase in Investment income
123-0000-389.10-01	Estimated Carryover	3,237,832	(128,811)	3,109,021	Decrease in carryover - cancellation of city hall expansion project

REVENUES	-
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123-5555-581.03-10	Transfer to General Construction	2,500,000	(1,890,459)	609,541	Decrease due to cancellation of City Hall Expansion project
123-1630-524.61-01	Land	-	661,624	661,624	Purchase of 5th street property
123-1630-524.62-01	Building	-	1,323,248	1,323,248	Purchase of 5th street property
123-1630-524.31-01	Professional Services	223,000	(94,413)	128,587	Decrease in expense of professional services

EXPENDITURES	-
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POLICE IMPACT FEE - 124

124-0000-324.11-01	Residential Fees - Police	43,544	43,028	43,028	Increase in Revenue
124-0000-324.12-02	Police Commercial Fees	113,995	(39,524)	74,471	Decrease in Revenue

REVENUES	3,504
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124-5555-581.00-01	Transfer to General Fund	157,539	3,504	161,043	Increase in transfer to General Fund
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EXPENDITURES	3,504
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LIBRARY IMPACT FUND - 126

126-0000-324.61-01	Residential Fee - Library	373,416	61,122	434,538	Increase in Library impact Fees
126-0000-361.10-07	Investment Income	-	22,683	22,683	Increase in Investment Income
126-0000-389.10-01	Estimated Carryover	234,584	(58,880)	175,704	Decrease in estimated Carryover

REVENUES	24,925
-----------------	---------------

126-5555-581.03-10	Transfer to General Construction	515,000	8,135	523,135	Increase in funds for Forest preserve project
126-5555-581.03-10	Transfer to General Construction	523,135	15	523,150	Increase in funds for Manga Shelving Expansion project
126-5555-581.03-10	Transfer to General Construction	523,150	9,522	532,672	Increase in funds for Simpson Farmhouse Expansion project
126-5555-580.66-01	Library Collection	93,000	7,253	100,253	Increase in funds for library collection additions

EXPENDITURES	24,925
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GENERAL CONSTRUCTION FUND - 310

310-0000-381.01-26	Transfer from Library Impact Fee	515,000	8,135	523,135	Increase in funds for Forest preserve project
310-0000-381.01-26	Transfer from Library Impact Fee	-	15	15	Increase in funds for Manga Shelving project
310-0000-381.01-26	Transfer from Library Impact Fee	-	9,522	9,522	Increase in funds for Simpson Farmhouse Expansion project
310-0000-381.01-23	Transfer from Building Division	2,500,000	(1,890,459)	609,541	Decrease due to cancellation of City Hall Expansion project
REVENUES			(1,872,787)		

310-5555-580.63-01-LI2207	Forest Preserve	515,000	8,135	523,135	Increase in funds for Forest preserve project
310-5555-580.63-01-LI2305	Manga and shelving Project	-	15	15	Increase in funds for Manga Shelving project
310-5555-580.62-01-LI2303	Simpson Farhouse Expansion	-	9,522	9,522	Increase in funds for Simpson Farmhouse Expansion project
310-5555-580.62-01-BD2313	Building Expansion for Building Dept	2,500,000	(1,890,459)	609,541	Decrease due to cancellation of City Hall Expansion project
EXPENDITURES			(1,872,787)		

PROPERTY/CASUALTY INSURANCE FUND - 515

515-0000-341.20-02	ISF - W/C Premiums	200,000	72,246	272,246	Increase in revenue
REVENUES			72,246		

515-5555-580.45-03	PROPERTY	502,413	24,244	526,657	Increase in expenditures
515-5555-580.45-04	LAW ENFORCEMENT LIABILITY	46,093	132	46,225	Increase in expenditures
515-5555-580.45-05	AUTOMOBILE INSURANCE	96,492	15,195	111,687	Increase in expenditures
515-5555-580.45-06	INLAND MARINE	6,002	3,629	9,631	Increase in expenditures
515-5555-580.45-07	CRIME	999	79	1,078	Increase in expenditures
515-5555-580.45-08	PUBLIC OFFICIALS	108,589	1,161	109,750	Increase in expenditures
515-5555-580.45-09	STORAGE TANK INSURANCE	-	2,717	2,717	Increase in expenditures
515-5555-580.45-10	WORKERS COMPENSATION INSURANCE	200,000	17,312	217,312	Increase in expenditures
515-5555-580.45-11	CYBERSECURITY INSURANCE	-	7,777	7,777	Increase in expenditures
EXPENDITURES			72,246		

TOTAL ADJUSTMENT	REVENUES	EXPENDITURES	VARIANCE
	(1,672,984)	(1,672,984)	-



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Vince Sandersfeld, City Manager

SUBJECT: Informational - Purchasing Division Report on Emergency Purchases

Introduction:

This is an opportunity to provide information to City Council regarding Emergency Purchases.

Discussion:

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchasing Policy adopted by City Council under Resolution No. 2021-107, information about the following emergency purchases is provided to City Council:

Attachment	Date Issued/ Paid	PO#	Vendor	Amount Encumbered	Amount Spent
Invoice	11/1/2024	25-01310	Shelley's Environmental System, Inc		208,875
Invoice	11/4/2024	25-2978	Glenn Tatum Septic Service		43,500
Invoice	10/30/2024	25-01323	Windsor & Son LLC		6,825
Invoice	11/07/2024	25-01326	American Pipe & Tank		5,625
Invoice	10/31/2024	24-01247	Atlantic Pipe Service, LLC		37,343.80

Budget Impact:

As indicated in the attachments.

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

1. ATTACHMENT 1.Shelleys Septic Storm water pumping PO 25-01310
2. ATTACHMENT 2.APS 24-01247
3. ATTACHMENT 3.APT - 25-2937
4. ATTACHMENT 4.Glenn Tatum Septic Service - Invoice - Pumping LS 22
5. ATTACHMENT 5.Windor and Sons LLC - First 72h after - Invoice

Prepared by: Matthew Dodson, Budget Officer

Reviewed by: Rita Meade, Finance Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/13/2024

Approved - 11/13/2024

Final Approval - 11/13/2024



ATTACHMENT 1

Shelley's Septic Tanks, Inc.

Invoice

Lake Co. Residents (352) 383-5775
P.O. Box 249
Zellwood, FL 32798

DATE	INVOICE #
10/18/2024	199995

Bill To:

City of Mt. Dora
Attn: Accounts Payable
510 N. Baker Street
Mt. Dora, FL 32757

Service Address:

Mount Dora Plant # 1
Attn: John Bruce
1111 Overhiser Ln
Mount Dora, FL 32757
A/O 6/20/2024 Z65/ 350. hr emergency svc.

P.O. NO.	TERMS	DUE DATE	PERMIT NO.
	Net 30	11/17/2024	

QUANTITY	DESCRIPTION	RATE	SERVICED	AMOUNT
557	Truck and Driver Time - Emergency storm water pumping from hurricane Milton 10-11-24 though 10-17-24.	375.00		208,875.00
Thank You. We Appreciate Your Business!			Total	\$208,875.00



ATTACHMENT 2
Atlantic Pipe Services
1420 Martin Luther King Jr Blvd
Sanford, FL 32771

INVOICE

Bill To: CITY OF MOUNT DORA
510 N Baker St.
Mount Dora, FL 32757

Service Location: 320 Dora Ave - CL-TV Before CIPP Lining
318/320 Dora Ave.
Mt Dora, FL 32757

WO#	Quote ID	Service Site	PO	Invoice #	Invoice Date	Due Date	Terms
2697	4666	241597	24-01247	18053	10/03/24	11/02/24	Net 30

Description	Quantity	Unit Price	UM	Total
Day Rate: Multiple Locations	1.00	4,250.00	EA	4,250.00
Mobilization Per Vehicle: MOT	5.00	1,850.00	EA	9,250.00
PreClean VAC	260.00	5.00	LF	1,300.00
PreClean TV	260.00	3.00	LF	780.00
CIPP Liner EQ Site Set-Up Per Run	1.00	450.00	EA	450.00
SS CIPP 10" Diameter - 6mm	260.00	67.38	LF	17,518.80
Plugging Mainline 6"-10"	1.00	475.00	DYS	475.00
Mainline Lateral Reinstatement	2.00	365.00	EA	730.00
Mainline Invert Reinstatement	2.00	865.00	EA	1,730.00
CCTV/Video Post Installation	260.00	2.25	LF	585.00
Root Intrusion Removal - For Grease - If Needed	1.00	275.00	LF	275.00

Work Description:

320 Dora Ave - CL-TV Before CIPP Lining
MH-4 - MH-5 | Size: 10" | Length: 211
MH-5 - MH-5A | Size: 10" | Length: 49

Subtotal	37,343.80
Tax	0.00
Less Retainage	0.00
Total Due	37,343.80

Make all checks payable to Atlantic Pipe Services, LLC or you may pay by Credit Card. We accept all major credit cards (some fees may apply). If you have any questions concerning this invoice, contact Accounts Receivable at (407)792-1360 X 304 or AR@atlanticpipe.us

ATTACHMENT 3

Remit to:

AMERICAN PIPE & TANK, INC

418 CYPRESS ROAD
OCALA, FL 34472

(352) 687-4281

office@americanpipeandtankinc.com

Bill To:

CITY OF MT DORA

1250 N Highland St

ATTN: LEY

MOUNT DORA, FL 32757



Invoice

Customer No.: MT DORA

Invoice No.: 97463

Ship To:

MT DORA YACHT CLUB

MOUNT DORA, FL

Date		Terms	
10/07/2024		NET 30 DAYS	
Purchase Order Number	Order Date	Our Order Number	
	10/03/2024	109811	
Description			Amount
FIFTEEN HOURS JET TRUCK TIME			5625.00
TRAVEL TIME INCLUDED			
Invoice subtotal			5625.00
Invoice total			5625.00

Past due accounts shall accrue 1 1/2% interest per month (18% annually) on any unpaid balance

Please, put Invoice # on Check for accurate credit of payment.

We appreciate your Business!

LS 22

[illegible]

TOTAL	43,500.00
DEPOSIT	
BALANCE	

SIGN: _____

DATE: _____

Page 357 of 358

ATTACHMENT 5

WINDSOR & SON LLC

22111 Coronado Somerset Dr
Sorrento, FL 32776 USA
+13868473929
chainsawman1958@yahoo.com
windsorandsontreeservice.com

Invoice

BILL TO
City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
799286	10/15/2024	\$6,825.00	11/14/2024	Net 30	

SALES REP

Max

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		STORM WORK FOR THE CITY OF MOUNT DORA SCOOP OF WORK IS AS FOLLOWS To clean the roadway's and leave debris on side of roadway's. The cost per-2 men per hour and machines. 2 men and machine for one 1 hour. Cost is as follow: \$325.00. 6 men crew and machine's. Cost is as follows:\$975.00 per hour. Cost for 7 hours of work, crews and machine's.			6,825.00
	Services				

BALANCE DUE

\$6,825.00