



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP AGENDA
City Commission Chambers
October 27, 2025
4:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/86131891427>

Please join the meeting via telephone:
1 305 224 1968 or 1 646 558 8656
Meeting ID: 861 3189 1427

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **DISCUSSION**

REVIEW OF THE OCTOBER 28, 2025 CITY COMMISSION MEETING AGENDA

4. **DISCUSSION OF PROPOSED ORDINANCE(S)**
5. **ADDITIONAL WORKSHOP ITEMS**

A. PRESENTATION - INTRODUCTION OF NEW EMPLOYEES

This is an introduction of the City of Lauderdale Lakes' new employees.

B. DISCUSSION REGARDING SUPPORTING THE CENTER TURN OVERPASS AT OAKLAND PARK BLVD. AT SR-7 AS LISTED IN THE COMMITMENT 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AND CURRENTLY UNDER PLANNING PHASE BY FDOT (5:30 P.M TIME CERTAIN)

This is a discussion regarding the center turn overpass (CTO) project at the intersection of Oakland Park Blvd. at SR-7.

C. DISCUSSION REGARDING WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY ON DECEMBER 20, 2025 (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This is a discussion regarding the December 20, 2025, WOVA Christmas Toy Giveaway.

D. DISCUSSION REGARDING AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD TO IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP25-3110-22R EXECUTIVE SEARCH FIRM (RE-BID), BE AWARDED TO MGT IMPACT SOLUTIONS, LLC FOR AN EXECUTIVE SEARCH FIRM TO ASSIST IN THE RECRUITMENT OF A CITY MANAGER, FOR THE CITY OF LAUDERDALE LAKES, IN AN AMOUNT NOT TO EXCEED

TWENTY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS (\$28,500.00).

This is a discussion regarding award of a contract to MGT Impact Solutions, LLC. In the amount \$28,500.00 to provide to assist in the recruitment of a City Manager, for the City of Lauderdale Lakes.

- E.** DISCUSSION AUTHORIZING THE CITY COMMISSION TO AWARD A PIGGYBACK CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH THE SOURCEWELL MASTER PROJECT: 199030, CONTRACT NO. 041123-MSL, FOR THE PURPOSES OF UPGRADING THE LIGHTING AT WILLIE WEBB PARK – BASKETBALL COURTS AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS (\$75,600.20) AND 5% CONTINGENCY IN THE AMOUNT OF THREE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS (\$3,780.00) FOR A TOTAL OF SEVENTY NINE THOUSAND, THREE HUNDRED AND EIGHTY DOLLARS (\$79,380.00)

This discussion authorizes the use of the Sourcewell cooperative contract No. 041123-MSL to Musco Sports Lighting, LLC to upgrade the Lighting at Willie Webb Park – Basketball Courts as part of the city's continued efforts to Rehabilitate and Renovate the Willie Web Park in an amount not to exceed \$79,380.00.

- F.** DISCUSSION REGARDING AWARD OF A CONTRACT TO MARSDEN SERVICES IN THE AMOUNT OF ONE HUNDRED AND NINETY NINE THOUSAND, SIX HUNDRED AND SIXTY TWO DOLLARS (\$199,662.00) TO PROVIDE JANITORIAL SERVICES FOR ALL CITY FACILITIES

This is a discussion regarding awarding a contract to Marsden Services in the amount of \$199,662.00 to provide adequate janitorial services for all City facilities.

- G.** DISCUSSION REGARDING THE RENEWAL CONTRACTS FOR THE CITY'S LOBBYISTS: BECKER & POLIAKOFF, ALCADÉ & FAY, LTD. AND RONALD L. BOOK, P.A.

This is a discussion regarding the renewal contracts for the City's Lobbyists: Becker and Poliakoff, Alcade & Fay, Ltd and Ronald L. Book, P.A.

- H.** DISCUSSION REGARDING FY 2026 PROGRAM MODIFICATIONS

This is a discussion on the proposed program modifications for FY 2026.

- I.** DISCUSSION REGARDING THE NEW OPEN CARRY LAW (SPONSORED BY CAPTAIN PHILLIPS AND CITY ATTORNEY CALLOWAY)

This is a discussion regarding the new open carry law.

- J.** DISCUSSION REGARDING THE CITY ATTORNEY'S CONTRACT

This is a discussion regarding the renewal of the City Attorney's contract.

6. REPORTS

FUTURE MEETINGS:

The next scheduled City Commission Workshop will take place November 10, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on November 11, 2025 at 7 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

PRESENTATION - INTRODUCTION OF NEW EMPLOYEES

Summary

This is an introduction of the City of Lauderdale Lakes' new employees.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Tara Williams, Director of HRRM

Meeting Date: 10/27/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
DISCUSSION REGARDING SUPPORTING THE CENTER TURN OVERPASS AT OAKLAND PARK BLVD. AT SR-7 AS LISTED IN THE COMMITMENT 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AND CURRENTLY UNDER PLANNING PHASE BY FDOT (5:30 P.M TIME CERTAIN)
Summary
This is a discussion regarding the center turn overpass (CTO) project at the intersection of Oakland Park Blvd. at SR-7.
Staff Recommendation

Background:

This item was supported by the City Commission per Resolution 2019-085 and was listed in the commitment 2045 metropolitan transportation plan (MTP). CTO was identified as a potential concept to enhance traffic safety and mobility. The proposed concept provides different options for the left-turn movements including movements at grade and provides pedestrian refuge in Center Island and also allows buses to stop curbside at intersection. The left turns will be elevated and or at grade and narrow ramps will be placed within the median. Both the elevated and/or at-grade intersections will controlled by simple two-phase signal. A more comprehensive study may overwrite and/or supersede this concept per project development and environmental study for this project. The intersection of Oakland Park Blvd. @ SR-7 in the City of Lauderdale Lakes has been considered as very dangerous for the public safety and Broward Metropolitan Planning Organization (MPO) has identified funding to begin studying a larger-scale solution for the safety improvements at this intersection.

The Broward Metropolitan Planning Organization (MPO) approved the draft Commitment 2045 Metropolitan Transportation Plan (MTP) Cost Feasible Plan on May 9, 2019.

Resolution 2019-085 from the City of Lauderdale Lakes City Commission was approved stating support for the project and was included in the final 2045 Metropolitan Transportation Plan.

The project is currently in planning phase by Florida Department of Transportation District IV. A presentation on the planning phase findings will be made by FDOT to seek a resolution of support from the city commission of the city of Lauderdale Lakes to move the project into feasibility study phase.

Funding Source:

Broward MPO

Fiscal Impact:

Sponsor Name/Department: Maqsood M. Nasir, PE, Director of Engineering Services & Construction Management

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
❏ Resolution 2019-085	Backup Material

APPROVED

RESOLUTION 2019-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SUPPORT THE CENTER TURN OVERPASS PROJECT AT THE INTERSECTION OF OAKLAND PARK BLVD. AND SR-7 AS LISTED IN THE COMMITMENT 2045 METROPOLITAN TRANSPORTATION PLAN ("MTP"); PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intersection of Oakland Park Boulevard (S.R. 822) and S.R.7 in the City of Lauderdale Lakes is considered a highly dangerous intersection for the traveling public and pedestrians, thereby the source of concern for the public safety, and Broward Metropolitan Planning Organization ("MPO") has allocated funding to begin studying a larger-scale solution for the safety improvements at this intersection;

WHEREAS, the Broward MPO approved the draft Commitment 2045 Metropolitan Transportation Plan ("MTP") Cost Feasible Plan on May 9, 2019;

WHEREAS, the Center Turn Overpass ("CTO") at Oakland Park Blvd. and SR-7 in the City of Lauderdale Lakes has been identified as a "transportation need" and is currently a ranked project in the approved draft 2045 Metropolitan Transportation Plan Cost Feasible Plan;

WHEREAS, the CTO is a potential concept which separates left turn movements, leaves through movements at-grade, and provides pedestrians a refuge in the center island and also allows buses to stop curbside at intersection;

WHEREAS, the left turns will be elevated and narrow ramps will be placed within the median. Both the elevated and at-grade intersections will be controlled by a simple two-phase signal. The left turn traffic will descend from the elevated intersection and merges into through traffic lanes according to the CTO concept. A more comprehensive study may overwrite and/or

supersede this concept per project development and environmental study for this project.

WHEREAS, a Resolution from the City of Lauderdale Lakes City Commission stating its support for the project is required for the project to be included in the final 2045 Metropolitan Transportation Plan; and

WHEREAS, the City of Lauderdale Lakes is committed to working with the Broward MPO, transportation partners, and the public to prepare the project(s) for programming in the Broward MPO's Transportation Improvement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby approves and expresses its support for the Center Turn Overpass ("CTO") at Oakland Park Boulevard and S.R. 7 located in the City of Lauderdale Lakes and further authorizes the City Manager and other City officials to take appropriate action in furtherance of the City of Lauderdale Lakes' support for the Center Turn Overpass Project.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

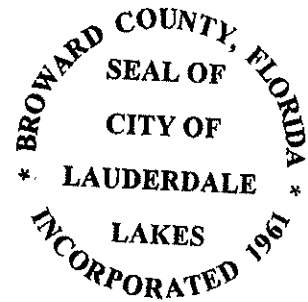
SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
MEETING HELD SEPTEMBER 10, 2019.


HAZELLE ROGERS, MAYOR

ATTEST:


VENICE HOWARD, CITY CLERK



Sponsored by: Maqsood M Nasir, P.E., City Engineer-CIP Administrator
SCC/jt

VOTE:

Mayor Hazelle Rogers	☒ (For) _____ (Against) _____ (Other)
Vice-Mayor Sandra Davey	☒ (For) _____ (Against) _____ (Other)
Commissioner Marilyn Davis	☒ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	☒ (For) _____ (Against) _____ (Other)
Commissioner Beverly Williams	☒ (For) _____ (Against) _____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY ON DECEMBER 20, 2025 (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Summary

This is a discussion regarding the December 20, 2025, WOVA Christmas Toy Giveaway.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Maxwell Williams, Mayor & City Commission

Meeting Date: 10/27/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

DISCUSSION REGARDING AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD TO IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP25-3110-22R EXECUTIVE SEARCH FIRM (RE-BID), BE AWARDED TO MGT IMPACT SOLUTIONS, LLC FOR AN EXECUTIVE SEARCH FIRM TO ASSIST IN THE RECRUITMENT OF A CITY MANAGER, FOR THE CITY OF LAUDERDALE LAKES, IN AN AMOUNT NOT TO EXCEED TWENTY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS (\$28,500.00).

Summary

This is a discussion regarding award of a contract to MGT Impact Solutions, LLC. In the amount \$28,500.00 to provide to assist in the recruitment of a City Manager, for the City of Lauderdale Lakes.

Staff Recommendation

Background:

On, March 18, 2025, City Commission appointed an Acting City manager, while staff was directed to begin formal preparations for retaining the services of a qualified executive search firm to assist in the recruitment of a City Manager. On September 10, 2025, the City re-issued a solicitation, RFP25-3110-22R Executive Search Firm for City Manager Recruitment (Re-Bid), which was broadcasted to 833 vendors and 30 planholders.

The solicitation was advertised for on Sep 10, 2025 and closed on Sep 26, 2025. Four proposals were received and evaluated by a committee. They were ranked below (in order of lowest to highest):

VENDOR NAME	Points Awarded	Bid Amount	#	Location
MGT Impact Solutions, LLC	249.60	\$28,500.00	1	Tampa, FL, 33609
Ready Set Exec, Inc	165.70	\$30,000.00	2	Ottawa, ON, K2J7B6
TransPro Consulting, LLC	146.40	\$50,000.00	3	Spring Hill, FL, 34610
Tech Army, LLC	145.00	\$18,500.00	4	Plantation, FL, 33324

City staff is recommending award of this contract in accordance with the City's Procurement Code, Section 82-356(A)(3) of the Lauderdale lakes procurement code which allows Competitive sealed proposals

Funding Source:

This project is funded by General Administration budget – 0010700-3110 (Professional Services).

Fiscal Impact:

Staff recommends approval of a contract award between the City of Lauderdale Lakes and MGT Impact Solutions, LLC to assist in the recruitment of a city manager, for the City of Lauderdale Lakes in the amount of \$28,500.00

Sponsor Name/Department: Aazam Piprawala; Procurement Administrator, Tara H. Williams, SPHR, SHRM-SCP, Director, HRRM.

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
☐ Exhibit A- Bid Submittal	Exhibit
☐ BID TABULATION	Backup Material
☐ EVALUATION COMMITTEE_SUMMARY_SCORING	Backup Material
☐ COVER PAGE	Cover Memo



Proposal

SEPTEMBER 26, 2025

RFP #25-3110-22R

Executive Search Firm for City Manager Recruitment (Re-Bid)

City of Lauderdale Lakes, Florida

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD
SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US

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Cover Letter

September 26, 2025

Azam Piprawala, Procurement Administrator
City of Lauderdale Lakes
Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319



Dear Mr. Piprawala:

As the nation’s leading provider of executive recruitment and selection solutions, MGT Impact Solutions, LLC (MGT) is uniquely well qualified to partner with the City of Lauderdale Lakes (“City”) to exceed all your expectations on this Executive Search Firm for City Manager Recruitment (Re-Bid) project. **Over the past five years, MGT has delivered similar services for numerous Florida municipalities, placing top-tier leadership** that drives organizational success. Our **three key strengths—industry leadership, sector expertise, and comprehensive candidate vetting**—ensure a recruitment process that identifies leaders aligned with your City’s vision, culture, and long-term priorities.

MGT combines **proven methodology with deep experience in public sector executive searches**, offering a **collaborative and data-driven approach**. We will co-develop a professional City Manager position profile with the Commission and stakeholders, execute targeted outreach to a diverse and highly qualified candidate pool, and conduct thorough screening, reference checks, and background reviews. Our process is designed to streamline administrative tasks, provide regular progress updates, and maintain transparent communication, ensuring the City is fully informed throughout the search.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT Impact Solutions, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 FEIN: 81-0890071 www.mgt.us
PROPOSAL CONTACT	Michele Morawski, Client Services Manager 790 Frontage Road, Suite 213 Northfield, IL 60093 224.415.3791 mmorawski@mgt.us

With a **focus on quality, collaboration, and flexibility**, MGT will support Lauderdale Lakes in identifying a City Manager who fosters high performance, transparency, and strategic growth. The following proposal outlines our detailed plan to partner with you and deliver a successful outcome. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@mgt.us**.

Regards,

Patrick J. Dyer, Vice President
Authorized to bind the firm



Tab #1 Firm Overview

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **1,200 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

Recruitment Services

MGT Executive Recruitment brings decades of experience in identifying and placing top-tier talent across local government, education, and nonprofit sectors. With over **1,500 successful executive placements across 45 states**, we have earned the trust of our clients, with **40% of them returning for repeat engagements** and **94% rating our performance as Outstanding**.

Our team of **former local government leaders, human resources experts, and industry veterans** brings unparalleled expertise to every search, ensuring a deep understanding of sector-specific challenges and organizational culture. This allows us to consistently find candidates who align with the goals of our clients, driving long-term success and organizational growth.

Using **advanced recruitment strategies**, including social media outreach, video interviews, and comprehensive background checks, we thoroughly vet candidates to ensure a perfect fit for every role. Our Recruitment Brochures reflect an in-depth understanding of each client's community, helping to attract and assess the most qualified leaders. From start to finish, we provide honest assessments and transparent communication to ensure the recruitment process aligns with the needs of our clients.

MGT offers **flexible recruitment solutions** tailored to any budget. Whether our clients need a Full Executive Search, a Limited Scope Recruitment, or a Virtual Recruitment solution, we are committed to meeting their specific needs and delivering exceptional results.

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide.

Cooperative Contracts:

ASC 20-7359, 24-7484

OMNIA LS4612

TIPS 220601, 220802, 230105

TXShare 2024-019

Structure: Privately held, employee-owned, client-driven Limited Liability Company.

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.

Ability to Carryout & Manage Projects

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered **more than 30,000 projects** through a thoughtful balance of balancing the “immediate” needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**



DEFINED BY IMPACT

MGT delivers transformative value to the City of Lauderdale Lakes through industry leadership, sector expertise, and comprehensive candidate vetting. By leveraging **decades of experience in executive recruitment for municipalities**, we provide a diverse pool of highly qualified candidates who align with the City’s culture, values, and strategic objectives. Our **data-driven and collaborative approach** ensures transparency, streamlines the administrative burden of the recruitment process, and fosters a seamless transition for selected leadership, ultimately strengthening the City’s organizational capacity and public service delivery.



MGT's Expertise

Our firm includes more than **1,200 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

Human Capital Expertise

We support clients in addressing their most mission-critical human capital needs, with specialized expertise in executive recruitment, staffing solutions, and human resources consulting. With over 1,250 clients, 3,100 completed projects, and a 93% client satisfaction rate, MGT delivers tailored solutions to help organizations attract top talent, meet urgent short- or long-term staffing demands, support critical IT project staffing needs, and strengthen their workforce strategies.

Contact:

Senior Vice President Joellen Cademartori, MGT's head of Human Capital, at jcademartori@mgt.us to schedule a complimentary consultation.

MGT's Differentiator: Full Suite of Services

Cyber & Network Solutions

Our Cyber Security and Network Security Solutions team offers a deep technical engineering bench of seasoned, certified experts, working in the “security trenches” in complex IT environments. For the Managed Detection and Response (MDR) solution, our Security Operations Center (SOC) doesn’t sleep so our clients can. Our flagship, best-in-class managed firewall services are unparalleled. We detect, respond, and recover from cyber incidents proactively and harden our clients’ security posture.

 **100 in-house certified engineers**
24x7 NOC and SOC

Human Capital Solutions

Our experts are former local government and school leaders who understand the challenges facing today’s public sector organizations. We offer consulting, recruiting, and staffing solutions that include a full suite of human resources and management studies; executive recruitment services; and interim, managed, and outsourced staffing options. Our experts can assess your organizational culture, permanent and temporary staffing needs, and evaluate your systems and structures, all to maximize efficiency and effectiveness.

 **1,725+ interim employees placed**
1,500+ executive recruitments
500+ consulting studies
In 48 states!

Education Solutions

We create recommendations for our educational clients that are reliable, actionable, and based on proven research and a thorough understanding of each district or system’s program needs and long-term goals. Our team is led by former state education commissioners, district superintendents, school board members, principals, and teachers. Our partnerships have allowed clients to reinvest hundreds of millions of dollars back into the classroom.

 **50 million students served**
38 state DOEs as clients

Financial Solutions

Public agencies face increasing pressure to improve effectiveness and efficiency, while operating in a transparent and sustainable manner. We partner with government organizations, school districts, higher education institutions, and not-for-profits to help them achieve long-term success.

 **50+ years of trusted relationships**
Proprietary software

Economic Mobility Solutions

We help public sector clients address issues and challenges related to policies and practices which adversely impact economic mobility. We are one of the largest providers of disparity studies and other solutions designed to increase equitable and inclusive organizational outcomes.

 **225 disparity studies**
Assessments, training, & audits

Public Affairs Solutions

Our team of former nationwide leaders in policy development and education leadership partner with our clients to provide business advisory and public opinion architecture solutions which lift up and evolve education ecosystems and impacts public policy programs.

 **Global clientele**
Staff are former policy makers



Tab #2 Search Process

A detailed plan specifically designed for you.

Project Understanding

MGT fully understands the scope of services requested by the City of Lauderdale Lakes. Our approach begins with a structured kickoff with the City Commission and designated staff to co-develop the City Manager position profile, including job requirements, type and scope of the search, target salary range, start date, and desired community engagement. We will prepare a professional position profile suitable for public posting, establish a recruitment timeline with key milestones, and summarize stakeholder priorities for City review. Community input is a formal component of our engagement and may include listening sessions, surveys, or town halls, with findings synthesized into a concise report that informs candidate outreach, screening, and final assessment. For finalists, MGT will coordinate comprehensive background checks in compliance with applicable laws and provide confidential reports to the City. We will also support administrative and pre-employment activities, including onboarding, relocation logistics, and weekly status updates, to ensure a smooth transition for the selected candidate.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

A typical recruitment and selection process requires a significant investment of time and effort, much of which involves administrative tasks such as advertisement placement, reference checks, and candidate due diligence. MGT's experience and expertise in managing these processes professionally allows us to provide the City with a diverse pool of highly qualified candidates. Our team will collaborate closely with the City Commission and stakeholders to define the City Manager position profile, implement a targeted recruitment strategy, and conduct thorough candidate screening, reference checks, and background reviews. Our clients are kept informed throughout every stage of the search, and MGT is always available by mobile phone or email to address questions or provide updates. This structured, hands-on approach ensures efficiency, transparency, and the successful placement of a leader who is well-suited to advance the City's strategic vision.

Commitment to Diverse and Highly Qualified Applicant Pool in Recruitments

MGT is a recognized leader in consulting services, strategic planning, and organizational transformation that supports the development of inclusive and representative workplaces. We are committed to providing a diverse and highly qualified pool of candidates for our recruitments. Our experience working with a wide range of communities across the United States, as well as with organizations aiming to shift their internal cultures, plays a crucial role in the success of our projects. We have a track record for generating impactful ideas, delivering actionable insights, and turning innovative practices into effective operational strategies, helping clients lead meaningful change.

MGT is one of the nation's pioneering firms in conducting disparity research. These studies were among the first efforts to promote fairness and accountability within the public sector, especially in procurement. Since 1990, **MGT has completed more than 230 disparity studies for public agencies**. These efforts are designed to strengthen procurement operations, improve outcomes for historically underrepresented groups, and enhance participation of minority- and women-owned businesses. By analyzing policies, practices, and programs, clients are better positioned to improve access to economic opportunities and create stronger business and employment pipelines in communities that have faced systemic barriers.

Since its founding, MGT has consistently supported organizations that advocate for broader representation in local government through both volunteer engagement and financial contributions. These partnerships include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our team members have facilitated and presented on inclusive leadership topics at the International City and County Management Association conference and state conferences.

MGT has partnered with the consulting arm of the National Forum for Black Public Administrators, i4x, to assist in recruitment and selection efforts in several cities, including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; Atlanta, GA and Arlington, TX. This collaboration underscores our shared commitment to broadening representation and ensuring that leadership in local government reflects the communities being served.

Proposed Work Plan

PHASE 1

POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$225/hour plus actual expenses if incurred). One organizational survey is included.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for the City's review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2

ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3

CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for the City's review and comment.
- Coordinate candidate travel and accommodations.
- Provide the City with an electronic file that includes:
 - Candidates' credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Social Security Trace & Verification ✓ US Federal Criminal Search ✓ Verified Enhanced National Criminal Search <ul style="list-style-type: none"> – National Sex Offender Registry – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol – Office of Foreign Assets Control (OFAC) Terrorist Database Search – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) – All felonies and misdemeanors reported to the National Database | <ul style="list-style-type: none"> ✓ County/Statewide Criminal Search ✓ Civil Search ✓ Bankruptcy, Liens, and Judgements ✓ Motor Vehicle Record ✓ Education Verification – All Degrees Earned <p>Optional: Credit Report – Transunion with score (based on position and state laws)</p> <p>Optional:</p> <ul style="list-style-type: none"> – Professional License Verification – Drug Screen – Employment Verification |
|---|---|

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of the City's facilities.
- Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interviewing Process & Background Screening														
Phase 6: Appointment of Candidate														



Tab #3 Key Personnel

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, James (Jim) Dinneen. Jim is an experienced executive recruiter with a strong network in Florida. He will act as your Recruitment Lead and the primary point of contact for this project. All Recruitment Leads are supported by the Vice President of Human Capital Solutions, a Recruitment Coordinator, and Reference Specialist. Depending on availability at the time a contract is awarded, MGT reserves the right to assign another Recruitment Lead to ensure the recruitment is completed within an appropriate time frame. Jim's resume is provided in the following pages

Recruitment Lead & Main Point of Contact



JIM DINNEEN

Recruitment Lead

jdinneen@mgt.us

Senior Analyst for Bento (Recommended Optional Service)



DIANA GOLDSTEIN

Senior Analyst

dgoldstein@mgt.us

Proposal Inquiries



CHARLENE STEVENS

Vice President – Human
Capital Solutions

cstevens@mgt.us



MICHELE MORAWSKI

Client Services Manager

mmorawski@mgt.us

Why Choose MGT?

- ✓ **Unparalleled Expertise and Level of Service.** With 1,500 completed executive recruitment engagements in 45 states and a diverse range of communities, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you to find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

Success Stories

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."





James Dinneen

MGT Approved Independent Executive Recruiter

James Dinneen boasts over 43 years of distinguished experience in local government management. With more than 23 years serving as a City or County Manager, James has demonstrated expertise in executive leadership across various domains, including Public Works, Solid Waste, Transportation, Budgeting, and Planning.

Throughout his illustrious career, James has excelled in executive recruitment, filling critical positions such as City/County Manager, CFO, Chief Science Officer, and Director-level roles in HR, IT, and Purchasing. His commitment to personalized service, evidenced by conducting face-to-face interviews with clients and stakeholders, underscores his dedication to client satisfaction. With a strong background in community engagement, personnel management, budgetary oversight, and strategic planning, James Dinneen stands as an industry leader in delivering innovative solutions for local governments.

Areas of Expertise

- Community Engagement
- Personnel Management
- Budgetary/Fiscal Management
- Labor Relations/Negotiations
- Reorganizations
- Economic Development
- Construction/Capital Project Management
- Strategic Planning

Education

- M.A., Public Administration, University of Dayton
- M.A., Urban and Regional Planning, Virginia Tech University
- B.A., Anthropology, University of Dayton
- Graduate of Senior Executive Program, John F. Kennedy School of Government, Harvard University

Memberships & Affiliations

International City-County Management Association, Member
Team Volusia Economic Development Corporation, Member
Halifax Urban Ministries, Board Member

Professional Experience

MGT Impact Solutions, LLC, Approved Independent Executive Recruiter, 2019-Present
Volusia County, FL, County Manager, 2006-2018
City of Dayton, City Manager, 2002-2006
Montgomery County, Assistant County Administrator, 1995-2002;
Director Department of Solid Waste, 1992-1995
City of Dayton, OH, Deputy Director of Public Works, 1985-1992;
Superintendent of Fleet Management, 1982-1985; Senior Budget Analyst, 1978-1982; Department of Planning, 1975-1978



Diana Goldstein, M.Ed. Senior Analyst

With over 25 years of consulting experience, Diana possesses a robust skill set in communication, counseling, and data organization and analysis. As a senior consultant at MGT, she has demonstrated proficiency in developing and implementing stakeholder input models through various methodologies, including web-based survey administration, focus groups, and individual interviews. Diana specializes in online survey design, development, and administration, having led the creation of surveys for numerous MGT engagements spanning program needs assessments, strategic planning, feasibility studies, market demand analysis, and evaluation of support services. Her expertise lies in effectively assessing needs, preferences, and market factors to inform strategic decision-making and drive project success.

Areas of Expertise

- Web-based Survey Administration
- Job Description Development
- Focus Group/Individual Interviews
- Market Research
- Program Management
- Literature Review
- Data Documentation

Education

- M.Ed., University of Georgia, 1994
- B.A., Psychology, Wake Forest University, 1990

Memberships and Affiliations

- Phi Beta Kappa

Selected Project Highlights

Community College of Allegheny County Pittsburgh, PA <i>Organizational Review</i>	Tarrant County College District Fort Worth, TX <i>Strategic Plan</i>
Georgia Gwinnet College Lawrenceville, GA <i>Strategic Plan</i>	Winston-Salem State University Winston-Salem, NC <i>Organizational Review</i>
Kennesaw State University Kennesaw, GA <i>Strategic Planning</i>	York Technical College Rock Hill, SC <i>Market Study and Labor Analysis</i>

Work Experience

MGT Impact Solutions, LLC, Senior Consultant, 2025-Present; Senior Analyst, 2006-2025

University of Georgia, Department of University Housing, Consultant, 2001-2004

Peirce College, Office of Faculty Development, Adjunct Faculty Member, 2000-2001; Coordinator of Faculty Recruitment and Development, 1999-2000



Tab #4 Past Engagements

Similar Experience / Placements

MGT has a proven track record of successfully placing top-tier executives and key personnel in public agencies nationwide. **Over the past five years, we have facilitated hundreds of placements for similar organizations and many Cities in Florida**, demonstrating our ability to identify and recruit highly qualified candidates who align with our clients' strategic goals. Our extensive experience in executive recruitment ensures a seamless and effective selection process tailored to each agency's unique needs.

The table on the following pages showcases our recent placements over the last five years, providing a comprehensive overview of our experience in successfully supporting municipal clients with their hiring needs.

TAB #4 PAST ENGAGEMENTS

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2024	6,500
	Homer	City Manager (Professional Outreach)	2024	5,300
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Adams County	County Manager	2022	519,572
	Adams County	Deputy County Manager	2024	519,572
	Larimer County	County Manager	2022	359,066
	Longmont	Assistant City Manager - External Services	2025	100,758
	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
Delaware	Milford	City Manager	2024	12,272
Florida	Apopka	City Administrator	2024	55,496
	Clearwater	Assistant City Manager	2024	116,850
	Deerfield Beach	Assistant City Manager	2022	80,000
	Deerfield Beach	City Manager	2024	80,000
	Fort Lauderdale	City Manager	2024	184,255
	Gainesville	Assistant City Manager	2021	133,997
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Pinellas County	Assistant County Administrator	2020	970,600
	Pinellas County	Assistant County Administrator	2024	970,600
	Ponce Inlet	Town Manager	2022	3,411
	St. Johns County	County Administrator	2023	292,466
	Walton County	County Administrator	2023	75,305
	Albany	City Manager	2021	77,434
	Chatham County	Assistant County Manager	2025	296,329
Illinois	Cary	Assistant City Administrator	2024	17,840
	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Crest Hill	City Administrator	2025	21,169
	Evanston	Deputy City Manager (2)	2024	75,000
	Farmer City	City Manager	2024	1,828
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Greenville	City Manager	2021	7,000
	Hampshire	Village Manager	2025	6,347
	Hanover Park	Deputy Village Manager	2024	38,510
	Homewood	Assistant Village Manager (Virtual)	2021	19,464
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	La Grange Park	Assistant Village Manager	2020	13,579

TAB #4 PAST ENGAGEMENTS

	Lake Barrington	Village Administrator	2022	4,879
	Lake Bluff	Assistant to the Village Administrator	2023	5,698
	Lake Forest	Assistant City Manager (Professional Outreach)	2022	19,375
	Lake Villa	Assistant to the Village Administrator	2023	8,774
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Long Grove	Village Manager	2023	8,153
	Maryville	Village Administrator	2024	8,316
	McHenry	City Administrator	2023	27,135
	Morton Grove	Village Administrator	2024	23,500
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Park Forest	Village Manager	2025	21,975
	Peoria	Assistant City Manager	2021	115,234
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Rockton	Village Administrator	2025	7,863
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Tazewell County	County Administrator	2022	135,394
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Assistant Village Manager (Virtual)	2021	22,038
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	West Chicago	Assistant City Administrator	2022	27,221
	West Dundee	Assistant Village Manager/Administrative Services Director (Virtual)	2024	8,000
	Winfield	Village Manager	2025	9,418
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Ames	Assistant City Manager (Limited)	2023	66,498
	Indianola	City Manager	2022	15,833
	Indianola	City Manager	2025	15,833
	Knoxville	City Manager	2021	7,300
	Marion	Deputy City Manager	2022	30,000
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Sioux City	City Manager	2025	83,000
	Urbandale	City Manager	2024	45,580
	Windsor Heights	City Administrator	2023	4,860
Kansas	Wyandotte County	County Administrator	2022	169,245
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846

TAB #4 PAST ENGAGEMENTS

Maine	Bangor	City Manager	2021	33,039
Maryland	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
		Assistant Town Administrator - Finance (Virtual)		
Massachusetts	Brookline		2022	58,732
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Barry County	County Administrator	2024	60,540
	Berkley	City Manager	2024	14,970
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Kalamazoo County	County Administrator	2022	265,066
	Laketown	Township Manager	2024	6,192
	Ottawa County	County Administrator	2021	296,200
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	St. Clair Shores	Assistant City Manager (Professional Outreach)	2021	59,984
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939
	Breezy Point	City Administrator/Clerk/Treasurer	2025	2,396
	Buffalo	Assistant City Administrator	2021	15,855
	Edina	Assistant City Manager (Limited)	2023	53,318
	Fairmont	City Administrator	2024	10,477
	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Ramsey County	County Manager	2024	536,000
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Frontenac	City Administrator	2025	3,640
	Jackson	City Administrator	2024	15,702
	Ozark	City Administrator	2024	21,284
	University City	Assistant City Manager	2020	35,172
	University City	Assistant to the City Manager/Director of Human Resources	2020	35,172
	University City	Deputy City Manager - Support Services	2024	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
Nebraska	La Vista	City Administrator	2025	16,746
	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Mexico	Los Alamos County	County Manager	2023	19,330
New York	Long Beach	Deputy City Manager (Virtual)	2022	33,275
	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837

TAB #4 PAST ENGAGEMENTS

North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
	Cumberland County	County Manager	2022	336,000
	Fayetteville	Assistant City Manager	2022	210,000
	Mecklenburg County	County Manager	2025	1,100,000
North Dakota	Minot	Assistant City Manager	2023	45,700
	Minot	City Manager	2020	45,700
Pennsylvania	Allegheny County	County Manager (Professional Outreach)	2024	1,230,000
	Centre County	County Administrator	2022	158,172
	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Franklin	Assistant City Administrator	2025	88,558
	Oak Ridge	City Manager	2023	31,402
Texas	Austin	Assistant City Manager	2021	885,000
	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Alleghany County	County Administrator	2025	14,500
	Fairfax County	Deputy County Executive	2024	1,150,309
	Hampton	Assistant City Manager	2024	137,436
	Newport News	City Manager	2023	181,958
	Pittsylvania County	County Administrator	2025	59,571
	Portsmouth	City Manager	2020	96,000
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
	Yakima	Assistant City Manager	2021	97,000
West Virginia	Bridgeport	City Manager	2021	8,582
Wisconsin	Adams County	County Manager/Administrative Coordinator	2021	20,220
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Harrison	Village Manager	2021	13,185
	Lake Geneva	City Administrator	2025	7,710
	Monroe	City Administrator	2020	10,827
	Oak Creek	Assistant City Administrator/Comptroller	2020	35,243
	Oshkosh	City Manager	2024	66,700
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Port Washington	Assistant City Administrator/Human Resources Director	2022	11,250
	Sheboygan	City Administrator	2023	48,327
	Sheboygan County	County Administrator	2022	118,034
	Waukesha	City Administrator	2023	71,158
	West Bend	City Administrator	2025	31,540
	Whitewater	City Manager	2022	14,300



Tab #5 Fee Structure

*Defined by Impact. Driven by People.
Dedicated to the Community.*

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$24,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts on presented candidates and background screenings for up to four finalists.	\$2,000
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$28,500**

***Consultant travel expenses are included in the price proposal.*

Possible in-person meetings could include:

- Recruitment brochure interview process (can be conducted virtually)
- Presentation of recommended candidates (can be conducted virtually)
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$225/hour. The additional visits may also result in additional travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Optional Bento survey (see page 25 for detailed information): \$3,500

Optional Community Forums (see page 25 for detailed information): \$2,500

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within 30 days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients in the selection and appointment of a suitable candidate. In today's competitive hiring market, it is critical to move expeditiously to interview candidates and make key hiring decisions; failure to do so may result in the loss of desirable candidates. If the client has not responded to multiple requests for decisions and/or guidance within six weeks of candidates being presented for interview or following finalist interviews, MGT may choose to cancel the contract and bill the client for work completed to date.

It is MGT's goal to provide the client with well-qualified candidates for their hiring needs. If the client rejects the list of qualified candidates and/or fails to negotiate in good faith and come to terms for hiring a candidate and instead chooses to readvertise the opportunity, MGT reserves the right to charge additional consulting fees commensurate with the additional work requested.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements. Reimbursable expenses may be incurred should the recruitment process require the consultant to travel to the City. To engage in this guarantee, the request must be made within six months of the employee's departure.



Tab #6 References

A leader in local government recruitment and selection.

More than one-third of the organizations served by MGT have contracted for multiple projects; we feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.

CITY OF MIAMI BEACH, FL

Eric Carpenter, City Manager

1700 Convention Center Drive | Miami Beach, FL 33139

305-673-7010 | ericcarpenter@miamibeachfl.gov

Ramon Suarez, Human Resources Recruiting Manager

305-673-7000 26395 | RamonSuarez@miamibeachfl.gov

MGT provided recruitment and selection services for the following positions:

- City Engineer, 2025 (in-progress)
- Capital Improvement Project Managers (three positions; Limited), 2025
- Public Works Director, 2025
- Economic Development Director, 2025
- City Manager, 2024
- Facilities & Fleet Management Director 2024

CITY OF DEERFIELD BEACH, FL

Jacqui Lindsay, Director of Human Resources & Risk Management

150 NE 2nd Avenue | Deerfield Beach, FL 33441

954-480-4260 | jlindsay@deerfield-beach.com

MGT provided recruitment and selection services for the following positions:

- City Manager, 2024
- Director of Parks & Recreation, 2023
- Director of Human Resources, 2023
- Assistant City Manager, 2022
- Purchasing Manager, 2022
- Director of Parks and Recreation, 2021

CITY OF FORT LAUDERDALE, FL

Kristin Milligan, Deputy Director of Human Resources

100 North Andrews Ave | Fort Lauderdale, FL 33301

954-828-5735 | kmilligan@fortlauderdale.gov

MGT provided recruitment and selection services for the following positions:

- City Attorney, 2025 (in-progress)
- City Manager in 2025.



Tab #7 Financial Statement

MGT has the financial capacity to undertake and complete a project of this scope. MGT has been in continuous business since 1974 and has the necessary financial ability to perform the functions required by this RFP and to provide those services represented in this response. Our most recent financial statement is provided in **Appendix A**.



Recommended Optional Services

Survey – Quality and Transparency

As part of our information gathering in Phase 1 of the recruitment, MGT brings an additional depth of experience in survey development and analysis through its other operating groups. Senior Analyst, Diana Goldstein, with the Education Solutions Group will lead the development of the survey and the programming of the final, approved questions into Qualtrics, a powerful survey tool. Her survey, market research, and data management experience spans well beyond education into other governmental areas (Diana’s bio is included with the other consultants in **Tab 3**). Qualtrics is mobile friendly and can be deployed through text messaging if cell phones numbers are available. Distribution can also occur through an anonymous link and/or QR Code which may be included on the district’s website, social media, and direct email without specifically capturing the identity of the respondent.

Once completed, the survey data will be downloaded into MGT’s proprietary data visualization tool, Bento. This tool allows anyone to easily view, explore, understand, and report survey data in meaningful ways. The consultants will use the tool for analysis and develop a summary report for the Board that will be combined with the other stakeholder and member input.



In addition, direct access to the data will be provided to the City via a link for a period of one year. The link can be used by the City and potentially be added to the City’s website to increase transparency should the City determine that a page on the recruitment process will be added. The consultants can recommend and provide suggested periodic website content updates to the page if desired.

Community Forums

As a supplemental add-on service to the stakeholder engagement in Phase 1, MGT can conduct two community-wide forums that will include:

- Preparation with City officials to confirm format and goals
- Development of agenda and structure
- Assisting City with messaging
- Preparing forum materials and slides, or other materials as determined
- Providing guidance to City on set-up and logistics
- Facilitating forum
- Compiling all feedback and developing summary of input for City
- Debrief with City officials



Additional Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at an additional cost.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees will vary.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Tab #8 Attachments

SUBMITTAL CHECKLIST
Checklist must be inserted before Tab #1

PROPOSER NAME: MGT Impact Solutions, LLC

PROPOSERPHONE: 888.302.0899

PROPOSEREMAIL: proposals@mgt.us

BEFORE SUBMITTING YOUR PROPOSAL MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED:

- ☒ Proposer's Qualification Statement (Attachment "A"). Complete and sign the qualification statement.
(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
- ☒ Client Reference Listing
- ☒ Non-Collusive Affidavit (Attachment "B"). This form must be properly notarized.
- ☒ Cost Schedule (Attachment "C").
- ☒ Drug-Free Workplace Affidavit (Attachment "D")
- ☒ Criminal Background Screening ("E")
- ☒ Warranties (Attachment "F").
- ☒ Signature Page/Certification (Attachment "G") This section must be notarized.
- ☒ E-Verify Affirmation Statement (Attachment "H"). This form must be properly notarized.
- ☒ Debarment Certification (Attachment "I")
- ☒ Public Entity Crime Statement (Attachment "J"). This form must be properly notarized.
- ☒ Foreign (Non-Florida) Corporation Disclosure (Attachment "K")
- ☒ Certificate of Insurance (proof only)
- ☒ Business Tax Receipt and Licenses. Attach Business Tax Receipt from the CITY or County. Must also include a copy of state registration and any other applicable licenses. MGT is not required to submit business tax receipts or licenses in the City unless have a place of business there. MGT is headquartered in Tampa.
- Other Notes:**
- ☒ Submit electronic version at www.demandstar.com (you must be registered in the system)

I have read the solicitation, **RFP 25-3110-22R, Executive Search Firm for City Manager Recruitment (Re-Bid)**, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

Contractor/Proposer/Bidder Company Name


Authorized Company Signature

9/24/2025

Date

Robert Holloway

Authorized Company Printed Name

Senior Vice President
Title

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

MGT Impact Solutions, LLC

4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

A. Trey Traviesa/ CEO

Patrick J. Dyer

Robert Holloway

The business is a:

Sole Proprietorship	☐
Partnership	☒
LLC (Limited Liability Company)	☐
Corporation	☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Page 41 of 252
Page 22 of 51

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the CITY and shall render the PROPOSER RFQ submittals non-responsive.

LLC (Limited Liability Company), Professional and Management Consulting Services

At what address was that business located?

4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract: **Not Required.**

Have you ever failed to complete work awarded to you. If so, when, where, and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the PROPOSER and its predecessor organization(s).

None

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the PROPOSER or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None

List and describe all criminal proceedings or hearings concerning business related offenses in which the PROPOSER, its principals or officers or predecessor organization(s) were defendants.

None

Has the PROPOSER, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

None

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

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

MGT Impact Solutions, LLC
Contractor/Proposer/Bidder Company Name



Authorized Company Signature

9/24/25

Date

Robert Holloway

Authorized Company Printed Name

Senior Vice President
Title

(Print Type Name)

State of Florida

Department of State

I certify from the records of this office that MGT IMPACT SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 2, 2015.

The document number of this limited liability company is L15000199435.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 28, 2025, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of August, 2025*




Secretary of State

Tracking Number: 8203866462CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**City of Lauderdale Lakes
CLIENT REFERENCE LISTING**

Please list government agencies and/or private firms with whom you have done business during the last five years. Include this completed document in Tab 4, Specific Related Experience of the Firm.

Your Company Name: MGT Impact Solutions
Contact: Michele Morawski
Address: 790 Frontage Road, Suite 213 | Northfield, IL 60093
Email: mmorawski@mgt.us
Phone/Fax: 224-415-3791

Agency/Firm Name: CITY OF MIAMI BEACH, FL
Contact: Eric Carpenter, City Manager
Address: 1700 Convention Center Drive | Miami Beach, FL 33139
Email: ericcarpenter@miamibeachfl.gov
Phone/Fax: 305-673-7010

Agency/Firm Name: CITY OF DEERFIELD BEACH, FL
Contact: Jacqui Lindsay, Director of Human Resources & Risk Management
Address: 150 NE 2nd Avenue | Deerfield Beach, FL 33441
Email: jlindsay@deerfield-beach.com
Phone/Fax: 954-480-4260

Agency/Firm Name: CITY OF FORT LAUDERDALE, FL
Contact: Kristin Milligan, Deputy Director of Human Resources
Address: 100 North Andrews Ave | Fort Lauderdale, FL 33301
Email: kmilligan@fortlauderdale.gov
Phone/Fax: 954-828-5735

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

I understand that all information listed above may be checked by the city of Lauderdale Lakes and I authorize all entities or persons listed above to answer any and all questions. I hereby indemnify the city of Lauderdale Lakes and the persons and entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such

information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

MGT Impact Solutions, LLC
Contractor/Proposer/Bidder Company Name



Authorized Company Signature

9/24/25

Date

Robert Holloway

Authorized Company Printed Name

Senior Vice President
Title

**City of Lauderdale Lakes
ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF COLEMAN

Robert Holloway being first duly sworn, deposes and says that:

PROPOSER is the Senior Vice President,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

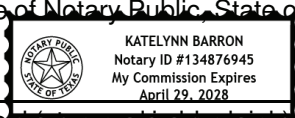
Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham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

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

By  Robert Holloway

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization on this 24th day of September, 2025 by Robert Holloway who ☒ is personally known to me or who ☐ has presented the following type of identification:

_____.


Signature of Notary Public, State of TEXAS

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

**City of Lauderdale Lakes
ATTACHMENT "C"
COST PROPOSAL**

Total Lump Sum	\$ 28,500
----------------	--------------

Total Project Cost Written: twenty eight thousand five hundred Dollars and zero Cents

Total cost proposal shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.

MGT Impact Solutions, LLC

Contractor/Proposer/Bidder Company Name



Authorized Company Signature

9/24/25

Date

Robert Holloway, Senior Vice President

Authorized Company Printed Name/Title

City of Lauderdale Lakes

ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

MGT Impact Solutions, LLC
Contractor/Proposer/Bidder Company Name



Authorized Company Signature

9/24/25

Date

Robert Holloway, Senior Vice President
Authorized Company Printed Name/Title

City of Lauderdale Lakes

**ATTACHMENT "E"
CRIMINAL BACKGROUND SCREENING**

CONTRACT TITLE: Executive Search Firm for City Manager Recruitment

CONTRACTOR'S NAME MGT Impact Solutions, LLC

Date: 9/24/25

By signing this form, I am swearing or affirming that all individuals providing services to CITY or BIDDER under the Agreement on CITY facilities have been background-screened in accordance with the background screening requirements set forth in the Bid Documents and each has been deemed eligible by CONTRACTOR or BIDDER to provide services as described in the CONTRACT. The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to CITY's Contract Administrator per the requirements of the CONTRACT.

All individuals providing services to CITY under the CONTRACT on CITY facilities are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date and date deemed eligible and shall fall into one (1) of the following categories:

1. Previously screened and deemed eligible. (Insert list of individuals)
2. New Individuals screened and deemed eligible. (Insert list of individuals)
3. Individuals no longer providing services for Contractor/BIDDER on CITY facilities under the CONTRACT. (Insert list of individuals)



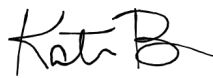
Signature of Affiant (STATE OF FLORIDA)

Robert Holloway

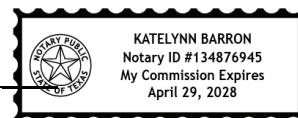
COUNTY OF Hillsborough

Sworn to and subscribed before me this 24th day of September, 2025.

4/29/28
My commission expires



Signature Notary Public, State of TEXAS



My signature, as Notary Public, verifies the Affiant's identification has been validated by
personally known

City of Lauderdale Lakes

ATTACHMENT "F"
WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF LAUDERDALE LAKES, FLORIDA**, Contract described in these Bid Documents, the Contractor represents and warrants to the City of Lauderdale Lakes, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for proposals, instructions to Contractors and Specifications; and
4. That the materials supplied under the Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
5. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of one million dollars (\$1,000,000) for general liability, one million dollars (\$1,000,000) for commercial automobile liability, and the statutory requirement for Worker's Compensation shown on the certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and
6. That it is agreed and understood by the Contractor that the City of Lauderdale Lakes, Florida, is induced to enter the Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 24 day of September, 2025.

(SEAL)

CONTRACTOR:

By  _____ Robert Holloway

ATTEST:

Secretary _____

City of Lauderdale Lakes
ATTACHMENT "G"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The PROPOSER is financially solvent and sufficiently experienced and competent to perform all of the work required of the PROPOSER in the Contract;
2. The facts stated in the PROPOSER's response pursuant to Request for Submittals, instructions to PROPOSER and Specifications are true and correct in all respects;
3. The PROPOSER has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The PROPOSER warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the PROPOSER is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.
5. **PROPOSER understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the CITY the firm will negotiate in good faith to establish an agreement.
7. PROPOSER understands that all information listed above may be checked by the City of Lauderdale Lakes and PROPOSER authorizes all entities or persons listed above to answer any and all questions. PROPOSER hereby indemnifies the City of Lauderdale Lakes and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 24 day of September, 2025.

(If an individual, partnership, or non-incorporated organization) limited liability company

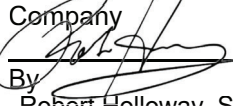


Witness
Brandon Ledford

Printed
Senior Vice President

Title

Robert Holloway, Senior Vice President

Company


By
Robert Holloway, Senior Vice President

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of MGT Impact Solutions, LLC, a Partnership under the laws of the State of Florida held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Robert Holloway as Senior Vice President of the Partnership, is hereby authorized to execute the Bid Form dated September 24th, 2025, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the Officers of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September, 2025.


(Signature)

Robert Holloway

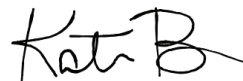
Senior Vice President
(Title)

STATE OF TEXAS

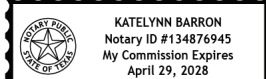
COUNTY OF COLEMAN

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization on this 24th day of September, 2025 by Robert Holloway who ☒ is personally known to me or who ☐ has presented the following type of identification:

_____.



Signature of Notary Public, State of TEXAS



Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

**ACTION OF THE MANAGERS OF
MGT IMPACT SOLUTIONS, LLC
TAKEN BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING**

THE UNDERSIGNED, being all of the Managers of **MGT IMPACT SOLUTIONS, LLC**, a Florida limited liability company (the “Company”), hereby consent to and approve the following resolutions, which action shall have the same force and effect as if taken at a special meeting of the Managers of said Company duly called and held:

WHEREAS, as part of the Company’s ongoing business, the Company regularly enters into binding contracts to provide various services to governmental agencies and other general businesses (collectively, the “Contracts”). Notwithstanding anything herein to the contrary, the Contracts authorized to be executed and delivered hereunder shall only include Contracts that have either been previously approved by the Managers of the Company or approved in connection with the Company’s budget.

NOW THEREFORE, BE IT RESOLVED, that the following officers and/or employees of the Company are each hereby appointed as the Company’s “Designee” to review, negotiate and sign all documentation on behalf of the Company in connection with the Contracts:

A. Trey Traviesa	Chief Executive Officer and President
Carla Luke	Chief Financial Officer, Treasurer, and Secretary
Philip Alphonse	Vice President
Robert Holloway	Senior Vice President
Patrick Dyer	Vice President

FURTHER RESOLVED, that each Designee is hereby authorized and directed to execute and deliver any and all documents related to the Contracts with such changes as the parties may approve, such approval to be conclusively evidenced by their execution and delivery of same on behalf of the Company.

FURTHER RESOLVED, that each Designee is hereby empowered and directed to do or cause to be done any and all such acts and things and has full power and authority to perform all acts and to make disbursements, and to sign, seal, execute, deliver, acknowledge, file, record and perform any and all agreements, contracts, papers, affidavits, applications, documents, certificates and all other documents in connection with the Contracts as with the advice of counsel may be necessary, appropriate, or desirable in order to carry out and to effect the full intent and purpose of the foregoing resolutions.

FURTHER RESOLVED, that this written consent may be executed in counterparts, each of which shall be deemed an original all of which, taken together, shall constitute one and the same instrument. A signed copy, including by DocuSign or other electronic or digital signature, of this written consent delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as deliver of an original signed copy of this written consent.

FURTHER RESOLVED, that this written consent to such action be filed with the minutes of the proceedings of the Company.

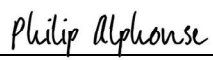
[Signature Page Follows]

IN WITNESS WHEREOF, the consent of the Managers of **MGT IMPACT SOLUTIONS, LLC**, effective this 16 day of August, 2024.

MANAGERS:



A. Trey Traviesa



Philip Alphonse

Not applicable.

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 2025, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2025 by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

City of Lauderdale Lakes

ATTACHMENT "H"

E-VERIFY AFFIRMATION STATEMENT

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFP 25-3110-22R

Project Description: Executive Search Firm for City Manager Recruitment (Re-Bid)

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

MGT Impact Solutions, LLC
Contractor/Proposer/Bidder Company Name



Authorized Company Signature

9/24/25

Date

Robert Holloway, Senior Vice President
Authorized Company Printed Name/Title

**City of Lauderdale Lakes
ATTACHMENT "I"
DEBARMENT CERTIFICATION**

49 CFR Part 29- Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Proposer's Signature

Robert Holloway

(Print Type Name)

**City of Lauderdale Lakes
ATTACHMENT "J"
PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderdale Lakes, Florida
by Robert Holloway (name and title of individual) For

MGT Impact Solutions, LLC (name of entity) whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
81-0890071 (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of 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, non-jury trial, or entry of a plea of guilty or no lo contendre.

4. I understand that an "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 an 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 for fair market value under an arm's length agreement, shall be a prima 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) (e), 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 into 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 an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity has 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, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings 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 IT 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By  Robert Holloway

STATE OF TEXAS

COUNTY OF COLEMAN

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization on this 24th day of September, 2025 by Robert Holloway who ☒ is personally known to me or who ☐ has presented the following type of identification:

_____.


Signature of Notary Public, State of TEXAS


 KATELYNN BARRON
 Notary ID #134876945
 My Commission Expires
 April 29, 2028

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

Not applicable.

City of Lauderdale Lakes

ATTACHMENT "K"

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation MAY NOT transact business in this STATE OF FLORIDA until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

(a) Maintaining, defending, or settling any proceedings.

(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

(c) Maintaining bank accounts.

(d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

(e) Selling through independent contractors.

(f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

(i) Transacting business in interstate commerce.

(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

(m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) ☒ Partnership, Joint Venture, Estate or Trust

(II) ☐ Sole Proprietorships of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Authorized Agent Signature

Authorized Agent Printed Name/Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2025

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

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

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005	CONTACT NAME: Stephanie Maes PHONE (A/C, No. Ext): E-MAIL ADDRESS: Stephanie.Maes@alliant.com	FAX (A/C, No):
License#: 812008 MGTCNS-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED TVG-MGT Holdings, LP. MGT Impact Solutions, LLC 4320 West Kennedy Blvd Tampa FL 33609	INSURER A: Hartford Insurance Group	914
	INSURER B: Atlantic Specialty Insurance C	27154
	INSURER C: Westfield Specialty Insurance	16992
	INSURER D: Federal Insurance Company	20281
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1925290462**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			711018731-0000	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ 1,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	10WBAR7J14	5/12/2025	5/12/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Professional/Cyber/Tech E&O Crime Coverage			MTP9048729 00 82647179	5/12/2025 5/12/2025	5/12/2026 5/12/2026	LIMIT \$5,000,000 LIMIT \$3,000,000 RETENTION \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Some Endorsements are pending and we will provide once available.
Evidence of Insurance**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

Business Tax Receipt/License

Not applicable. MGT's headquarters is in Tampa, FL. The firm does not have a physical location in the City of Lauderdale Lakes.



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1

TITLE: Executive Search Firm (Re-Bid)

RFP NO.: 25-3110-22R

RFP CLOSING DATE: September 26th, 2025 @
11:00AM

DATE: September 17th, 2025

NUMBER OF PAGES: 1

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

The following are the changes done to the solicitation from RFP25-3110-10R to RFP25-3110-22R (Re-bid):

1. Update evaluation criteria
2. Update Insurance requirements
3. Updated general conditions, as seen in Selection 12

Questions & Answers:

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

COMPANY NAME

SIGNATURE/DATE

9/25/2025

PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 2

ADDENDUM NO. 2

TITLE: Executive Search Firm (Re-Bid)

RFP NO.: 25-3110-22R

**RFP CLOSING DATE: September 26th, 2025 @
11:00AM**

DATE: September 25th, 2025

NUMBER OF PAGES: 3

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

Questions & Answers:

Q1

What would be the number of awards you intend to give (approximate number)?

A1

The City of Lauderdale Lakes intends on giving one award.

Q2

Please provide us with an estimated NTE budget allocated for this contract.

A2

Based upon your understanding of the RFP, submit Attachment "C", Cost Proposal

Q3

What is the tentative start date of this engagement?

A3

Projected between November and December 2025

Q4

Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

A4

The RFP is for an executive firm that will eventually assist the City with hiring a City Manager.

Q5

Are there any pain points or issues with the current vendor(s)?

A5

There is no contract at this time

Q6

Could you please share the previous spending on this contract, if any?

A6

Please see answer in A5

Q7



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

A7
No

Q8

How many positions were used in the previous contract?

A8
Please see answer in A5

Q9

How many positions will be required per year or throughout the contract term?

A9
One

Q10

Can we provide hourly rate ranges in the price proposal?

A10
Hourly rates can be provided as informational as a supplement to Attachment C

Q11

Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

A11
Resumes can be provided for team members, not candidates. Candidates resume will be addressed with awarded vendor.

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

COMPANY NAME

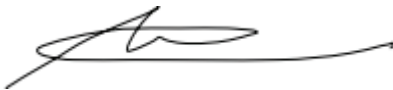


SIGNATURE/DATE

9/25/2025

PRINTED NAME

CITY OF LAUDERDALE LAKES



**Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services**

Tabulation Sheet

Agency Name City of Lauderdale Lakes, FL

Bid Number RFP-RFP25-3110-22R-0-2025/ap

Bid Name RFP25-3110-22R Executive Search Firm for City Manager Recruitment (Re-Bid)

Bid Due Date 09/26/2025 11:00:00 Eastern

Bid Opening Closed

4 responses found.

✓ online, offline, not submitting, not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	MGT Impact Solutions, LLC	09/25/2025 17:39:37 Eastern	4320 W. Kennedy Blvd., Suite 200, Tampa, FL, 33609	\$28500.0000	0.0000		Request for Proposal Checklist Signature Page Bid Package Submittal	✓ ✓ ✓
2	Ready Set Exec Inc.	09/25/2025 16:03:15 Eastern	124, Main Halyard Lane, Ottawa, ON, K2J7B6	\$30000.0000	0.0000	Small Business	Request for Proposal Checklist Signature Page Bid Package Submittal	✓ ✓ ✓
3	Tech Army, LLC	09/25/2025 19:59:00 Eastern	201 N University Dr, Suite 103, Plantation, FL, 33324	\$18500.0000	0.0000	Asian/Hawaiian Owned, Small Business	Request for Proposal Checklist Signature Page Bid Package Submittal	✓ ✓ ✓
4	TransPro Consulting, LLC	09/25/2025 12:46:57 Eastern	11935 Pasco Trails Blvd., Spring Hill, FL, 34610	\$50000.0000	0.0000		Request for Proposal Checklist Signature Page Bid Package Submittal	✓ ✓ ✓

VENDOR NAME		EVALUATION COMMITTEE MEMBER 1				EVALUATION COMMITTEE MEMBER 2				EVALUATION COMMITTEE MEMBER 3			
		MGT Impact Solutions, LLC	Ready Set Exec, Inc	Tech Army, LLC	TransPro Consulting. LLC	MGT Impact Solutions, LLC	Ready Set Exec, Inc	Tech Army, LLC	TransPro Consulting. LLC	MGT Impact Solutions, LLC	Ready Set Exec, Inc	Tech Army, LLC	TransPro Consulting. LLC
Category	Max Points	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
Experience and Ability	40	40	25	15	25	30	15	10	21	40	20	10	15
Price	25	16.2	15.4	25	9.3	16.2	15.4	25	9.3	16.2	15.4	25	9.3
Staffing & Personnel	20	15	15	10	15	16	10	5	10	20	10	5	10
References	15	15	12	5	10	10	5	5	5	15	7.5	5	7.5
Total Score	100	86.2	67.4	55	59.3	72.2	45.4	45	45.3	91.2	52.9	45	41.8

	Max Points	Points Awarded	#
MGT Impact Solutions, LLC	300	249.60	1
Ready Set Exec, Inc	300	165.70	2
TransPro Consulting. LLC	300	146.40	3
Tech Army, LLC	300	145.00	4

CITY OF LAUDERDALE LAKES
Agenda Cover Page

Workshop: ☒ ☐ Public Hearing ☐ Quasi-Judicial
Fiscal Impact: ☒ Yes ☐ No ☐ Ordinance ☐ Resolution
Contract Requirement: ☒ Yes ☐ No ☐ 1st Reading ☐ 2nd Reading

Title

A DISCUSSION AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE CITY MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD TO IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP25-3110-22R EXECUTIVE SEARCH FIRM (RE-BID), BE AWARDED TO MGT IMPACT SOLUTIONS, LLC FOR AN EXECUTIVE SEARCH FIRM TO ASSIST IN THE RECRUITMENT OF A CITY MANAGER, FOR THE CITY OF LAUDERDALE LAKES, IN AN AMOUNT NOT TO EXCEED TWENTY EIGHT THOUSND AND FIVE HUNDRED DOLLARS XX/100 CENTS (\$28,500.00).

Summary

This is discussion regarding award of a contract to MGT Impact Solutions, LLC. In the amount \$28,500.00 to provide to assist in the recruitment of a City Manager, for the City of Lauderdale Lakes .

Staff Recommendation

On, March 18, 2025, City Commission appointed an Acting City manager, while staff was directed to begin formal preparations for retaining the services of a qualified executive search firm to assist in the recruitment of a City Manager. On September 10, 2025, the City re-issued a solicitation, RFP25-3110-22R Executive Search Firm for City Manager Recruitment (Re-Bid), which was broadcasted to 833 vendors and 30 planholders.

The solicitation was advertised for on Sep 10, 2025 and closed on Sep 26, 2025. Four proposals were received and evaluated by a committee. They were ranked below (in order of lowest to highest):

VENDOR NAME	Points Awarded	Bid Amount	#	Location
MGT Impact Solutions, LLC	249.60	\$28,500.00	1	Tampa, FL, 33609
Ready Set Exec, Inc	165.70	\$30,000.00	2	Ottawa, ON, K2J7B6
TransPro Consulting. LLC	146.40	\$50,000.00	3	Spring Hill, FL, 34610
Tech Army, LLC	145.00	\$18,500.00	4	Plantation, FL, 33324

City staff is recommending award of this contract in accordance with the City's Procurement Code, Section 82-356(A)(3) of the Lauderdale lakes procurement code which allows Competitive sealed proposals

Funding Source/Budget Impact: This project is funded by General Administration budget – 0010700-3110 (Professional Services).

Recommended Action: Staff recommends approval of a contract award between the City of Lauderdale Lakes and MGT Impact Solutions, LLC to assist in the recruitment of a City Manager, for the City of Lauderdale Lakes in the amount of \$28,500.00

Goal/Objective Met: Attract, Retain, Develop & Train Workforce

Appearance

<i>(Names and Titles of Outside Individuals Only)</i>

Sponsor Name/Department: Aazam Piprawala; Procurement Administrator, Tara H. Williams, SPHR, SHRM-SCP, Director, HRRM.

Date: October 27, 2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

DISCUSSION AUTHORIZING THE CITY COMMISSION TO AWARD A PIGGYBACK CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH THE SOURCEWELL MASTER PROJECT: 199030, CONTRACT NO. 041123-MSL, FOR THE PURPOSES OF UPGRADING THE LIGHTING AT WILLIE WEBB PARK – BASKETBALL COURTS AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS (\$75,600.20) AND 5% CONTINGENCY IN THE AMOUNT OF THREE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS (\$3,780.00) FOR A TOTAL OF SEVENTY NINE THOUSAND, THREE HUNDRED AND EIGHTY DOLLARS (\$79,380.00)
--

Summary

This discussion authorizes the use of the Sourcewell cooperative contract No. 041123-MSL to Musco Sports Lighting, LLC to upgrade the Lighting at Willie Webb Park – Basketball Courts as part of the city's continued efforts to Rehabilitate and Renovate the Willie Web Park in an amount not to exceed \$79,380.00.

Staff Recommendation

Background:

The purpose of this discussion is to authorize the City Commission to continue the upgrade/improvement efforts of the facilities at the Willie Webb Park. The upgrades/improvements include a *SportsCluster® system with Total Light Control* for an upgraded lighting performance. The existing basketball court lighting is very poor and in somewhat disrepair. This proposed upgrade will not only provide an enhanced lighting for sporting activities, but also complete a much-needed facelift to compliment the major upgrades recently completed.

Upgrading these amenities at the park will enhance safety and improve the standard and quality of life for the residents.

The Contractor, Musco Sports Lighting, LLC. prepared an estimate of \$75,600.00, which includes activities, such as demolition and removal of old and obsolete equipment, professional services, fixture layout and aiming diagram, construction, equipment, installation, permitting, etc. Additionally, City staff is recommending a 5% (\$3,780.00) for unforeseen conditions that may be presented once construction commences for a total project budget of \$79,380.00 where the vendor is providing product assurances and a comprehensive warranty program that covers materials and onsite labor, eliminating 100% of our maintenance costs for 10 years after completion.

The sub-contractor working for MUSCO SPORTS LIGHTING, LLC is IMPERIAL ELECTRICAL INC. who has done work for the city in the past.

City staff is requesting to utilize this vendor in accordance with the City's Procurement Code, Section 82-358 (D), which allows the City to participate in Cooperative purchase agreements.

For the EECBG grant: An application was made to the United States Department of Energy for improvements to the Willie Webb Basketball Court. The City was allocated \$76,160 for the improvement of the lightning on the courts to be more energy efficient. The project will be funded using the EECBG grant and general fund dollars.

City staff recommends the approval of this project for an amount not to exceed of \$79,380.00

Funding Source:

Funding Source: EECBG Grant, \$76,160.00 102-331900-EECBG and
General Fund, \$3,220.00 3151319-6310-EECBG

Fiscal Impact:

Fiscal Impact: There is a fiscal impact in the amount of \$ \$79,380.00, of which \$76,160.00 is funded by the EECBG grant and the remaining \$3,220.00 will be funded by the General Fund. This project was approved and funded as a part of the adopted FY2026 budget and Five-Year CIP Plan.

Sponsor Name/Department: Aazam Piprawala CERT SCM, Procurement Administrator, Ronald Desbrunes, Director, Public Works

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
❏ EXHIBIT A- SOURCEWELL CONTRACT	Exhibit
❏ Exhibit B-QUOTE	Exhibit
❏ RS Means Breakout	Backup Material
❏ COVER PAGE	Cover Memo
❏ CONTRACT REVIEW	Backup Material
❏ CONTRACT REVIEW	Backup Material

EXHIBIT A



Sourcewell Customer Information Package





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1. Overview

Overview – Sourcewell

For 40 years, Sourcewell has helped government, education, and nonprofit agencies operate more efficiently. They help save time and money with contract purchasing solutions that are solicited nationally. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members. As a public agency, all Sourcewell employees are government employees. All education and government entities, as well as nonpublic schools and nonprofit organizations are eligible for a Sourcewell membership. There is no fee to become a Sourcewell member.

Contract #: 041123-MSL

Expiration Date: 06/16/2027

Sports Lighting Solutions with Related Technology, Equipment, and Services

This contract can be used for materials and/or installation on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Sourcewell membership is free and available to government, education and non-profit agencies.

A landing page has been established on their website, www.sourcewell-mn.gov, with information about Musco. Pricing information can be obtained from your sales representative. Musco's landing page also provides, RFP, Bid Acceptance & Award, as well as documentation of the competitive bidding process.

Sourcewell contact information:

Julieyn Holder

Phone: 218-541-5357

Email: julieyn.holder@sourcewell-mn.gov

If you have any questions about the Sourcewell program or any of our other active cooperative purchasing contracts, contact your local Sales Representative or Taylor Knoot at 800-825-6030.



2. Executed Contract

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

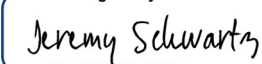
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

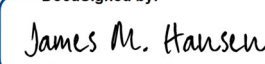
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC
DocuSigned by:

By: 05A9E224EF374DF...
James M. Hansen
Title: Secretary
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/23/2023 | 2:44 PM CDT



3. Membership



Sourcewell membership application can be accessed and completed online at the web site listed below.

<https://www.sourcewell-mn.gov/become-member>



4. About Sourcewell

Cooperative Purchasing Reference Guide

Your guide for sourcing success



Together, we are Sourcewell

Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.



Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing and volume discounts



Convenient

- More than 325 quality vendors holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost membership



Become a member

Membership is free. Just fill out an online or paper application. A membership legal agreement is available if needed. After submitting your application, you will receive a Sourcewell member ID number electronically and a welcome packet by mail.

- Online at: www.sourcewell-mn.gov/become-member
- Through hard copy participation membership application (download from our website)
- Through “Joint Exercise of Powers” or “Interlocal” agreements

Make a purchase

Browse our catalog of nationally awarded vendors online. Contact the vendor directly and inform them of your interest in using the Sourcewell contract, OR use our expertise — contact our membership team. We want to be your guide.

For more information, contact our membership team:

877-585-9706

membership@sourcewell-mn.gov

Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our members. They value our North American competitive procurement process which satisfies local procurements. requirements.

Our members add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

Competitive procurement process

1. Scope of solicitation

We determine the scope of each competitive solicitation by identifying the needs of our members. This is accomplished through daily interactions and guidance from our members.

2. Authorization from Sourcewell Board of Directors

Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

3. Public notice and advertising

Upon approval from the Board, we issue a public notice and advertisement. Refer to www.sourcewell-mn.gov/process for specific advertising locations.

4. Proposal receipt and opening

We time and date stamp each proposal upon receipt at our office in Staples, MN. We conduct a public-proposal opening at a time, date, and place specified in the RFP. For Sourcewell solicitations published after March 31, 2019, we accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time.

5. Objective evaluation

At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

6. Official award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended vendor(s) a four-year contract with the potential for a one-year extension. The Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

7. Posting and review of approved contract documents

Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the vendor's request.



3-time recipient of the Achievement of Excellence in Procurement award.

The Sourcewell advantage

Sourcewell is a self-funded government organization. We partner with government, education, and nonprofit entities to boost student and community success.

You can confidently partner with Sourcewell because we:

Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
 - We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

Lead the way

- Choice of high-quality equipment/products/services—300 North American vendor contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
 - Basic to fully customized solutions available when you choose from a suite of options.

Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips—with a complete procurement file posted on our website sourcewell-mn.gov.

Make purchasing easy

- Browse our catalog of awarded vendors online.
- Members can then contact the vendor directly and tell them you'd like to use the Sourcewell contract.
 - If not a member, check out how easy it is to join on page 3.
- Tap into our expertise by contacting our membership team: 877-585-9706 or membership@sourcewell-mn.gov.

Frequently asked questions

Q. Who is Sourcewell?

A. Sourcewell, formerly National Joint Powers Alliance, is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.

Q. What is Sourcewell's primary purpose?

A. Sourcewell is a service cooperative created to provide programs and services to members in the government, education, and nonprofit sectors. Its statutory purpose is to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.

Q. Is cooperative purchasing one of Sourcewell's authorized activities?

A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and its members. Sourcewell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.

Q. How is Sourcewell governed?

A. Sourcewell is governed by an eight-member Board of Directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Q. Who is eligible for membership, and how much does it cost?

A. Membership is free and available to all government, education, and nonprofit entities.

Q. How do we join Sourcewell?

A. You can join by submitting an online membership application at: [Sourcewell-mn.gov/join](https://sourcewell-mn.gov/join) or by submitting a paper application.

Q. What specific statute gives my agency the authority to participate?

A. Joint powers and cooperative purchasing laws authorize members to access Sourcewell cooperative purchasing contracts. Sourcewell members are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact contract.administration@sourcewell-mn.gov.

Q. Can my agency use Sourcewell contracts without issuing our own solicitation?

A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and its members. Individual members are free to determine whether the awarded contracts meet their needs.

Frequently asked questions

Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?

A. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our members' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact contract.administration@sourcewell-mn.gov.

Q. How do I obtain copies of the legal documents associated with each contract?

A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each vendor's page on the Sourcewell website. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.

Q. As a Sourcewell member, are we able to buy from other contracts?

A. Sourcewell membership and contracts are nonexclusive with no obligation to purchase.

Q. How is Sourcewell funded?

A. Sourcewell is funded by administrative fees paid by vendors. When Sourcewell awards a contract, that vendor realizes substantial efficiencies in the form of thousands of sales opportunities. Vendors pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.



Cooperative purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of its member agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 members across North America.

Join and purchase

Visit sourcewell-mn.gov/cooperative-purchasing or turn to page 3 for more details.

We want to be your guide.

Contact our membership team:

877-585-9706

membership@sourcewell-mn.gov

Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Taylor Knoot

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Project pricing in CAD is available upon request. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the State of Minnesota to the job site. Additional freight cost may be incurred outside of the State of Minnesota.

Terms: Net 30 days upon delivery

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$182,792	50 fc	\$269,704
360' x 160'	80'	30 fc	\$218,368	50 fc	\$320,051
360' x 160'	100'	30 fc	\$251,287	50 fc	\$324,065
360' x 160'	120'	30 fc	\$251,803	50 fc	\$373,626

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$156,705	50 fc	\$231,820
360' x 210'	30'	30 fc	\$171,054	50 fc	\$264,562
360' x 225'	30'	30 fc	\$186,200	50 fc	\$313,155

Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(In/Out)		(In/Out)	
60' Base Path	200'	30/20 fc	\$114,116	50/30 fc	\$154,009
60' Base Path	225'	30/20 fc	\$138,279	50/30 fc	\$165,098
60' Base Path	250'	30/20 fc	\$152,542	50/30 fc	\$190,046
60' Base Path	300'	30/20 fc	\$192,242	50/30 fc	\$234,100
60' Base Path	325'	30/20 fc	\$204,549	50/30 fc	\$260,508
90' Base Path	300'	50/30 fc	\$272,230	70/50 fc	\$366,583
90' Base Path	300'/325'/300'	50/30 fc	\$276,738	70/50 fc	\$376,393
90' Base Path	350'	50/30 fc	\$332,666	70/50 fc	\$454,080
90' Base Path	320'/360'/320'	50/30 fc	\$315,119	70/50 fc	\$433,750
90' Base Path	330'/400'/330'	50/30 fc	\$348,827	70/50 fc	\$528,994

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$71,704
3	50 fc	\$81,855
4	50 fc	\$106,590
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$60,533

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Materials	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 fc	\$47,347	\$0.74/sq ft

Transportation and Infrastructure Utilizing LED luminaires – Light-Structure System™

Transportation & Infrastructure - Constant 10™ warranty		
Area Size	Light Level	Price for Light-Structure TLC -LED Materials
2000' x 500'	1 fc	\$0.29/per sq ft
2000' x 500'	5 fc	\$0.50/per sq ft

Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology includes LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses (does not include poles and precast concrete bases).

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology pricing includes a 10-year product assurance & warranty program and Control-Link® Control & Monitoring package. The Constant 10™ warranty is contingent upon a site inspection.

Football Utilizing LED luminaires – SportsCluster® System

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 fc	\$139,852	50 fc	\$196,757
360' x 160'	80'	30 fc	\$154,973	50 fc	\$219,674
360' x 160'	100'	30 fc	\$155,297	50 fc	\$220,074
360' x 160'	120'	30 fc	\$155,948	50 fc	\$233,689

Soccer Utilizing LED luminaires – SportsCluster® System

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
330' x 195'	30'	30 fc	\$106,593	50 fc	\$166,777
360' x 210'	30'	30 fc	\$115,303	50 fc	\$188,810
360' x 225'	30'	30 fc	\$129,854	50 fc	\$209,970

Baseball/Softball Utilizing LED luminaires – SportsCluster® System

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$76,110	50/30 fc	\$106,870
60' Base Path	225'	30/20 fc	\$88,691	50/30 fc	\$114,867
60' Base Path	250'	30/20 fc	\$94,752	50/30 fc	\$132,064
60' Base Path	300'	30/20 fc	\$130,950	50/30 fc	\$167,135
60' Base Path	325'	30/20 fc	\$139,660	50/30 fc	\$180,600
90' Base Path	300'	50/30 fc	\$188,656	70/50 fc	\$255,890
90' Base Path	300'/325'/300'	50/30 fc	\$192,284	70/50 fc	\$265,373
90' Base Path	350'	50/30 fc	\$225,426	70/50 fc	\$322,167
90' Base Path	320'/360'/320'	50/30 fc	\$214,708	70/50 fc	\$321,809
90' Base Path	330'/400'/330'	50/30 fc	\$230,627	70/50 fc	\$352,581

Sourcewell
RFP #041123 Sports Lighting with Related Supplies and Services

Tennis Utilizing LED luminaires – SportsCluster® System

Tennis		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
2	50 fc	\$49,472
3	50 fc	\$52,685
4	50 fc	\$69,380
6	50 fc	\$102,912

Basketball Outdoor Utilizing LED luminaires – SportsCluster® System

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
1	50 fc	\$40,029

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	75 fc	\$46,724

Arena Utilizing LED luminaries - SportsCluster® System

Arena				
	Seats	Fixture Mounting Heights	Light Level Horizontal and Vertical	Price for SportsCluster TLC-LED Materials
Hockey and/or Basketball Arena	<10,000	<80	75 fc - 100 fc	\$340,000
Hockey and/or Basketball Arena	10,000 - 15,000	<100	100 fc - 145 fc	\$398,000
Hockey and/or Basketball Arena	>15,000	>100	150 fc	\$794,000

Transportation and Infrastructure Utilizing LED luminaires – Total Light Control – TLC for LED™ Retrofit System

Transportation & Infrastructure - Constant 10™ warranty		
Area Size	Light Level	Price for Total Light Control - TLC for LED Retrofit Materials
2000' x 500'	1 fc	\$0.22/per sq ft
2000' x 500'	5 fc	\$0.41/per sq ft

Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$80,000
50' x 104'	20 fc	\$85,000
60' x 120'	15 fc	\$90,000

MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	\$12,000
Rectangular Field/Court*	\$12,000

*750 hours of streaming included; additional hours available for purchase

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link Retrofit (adapts to existing contactors - Control Module Only, (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,850
TLC for LED® RGB-U Fixture	\$6,000/fixture
TLC for LED® RGBW Fixture	\$6,000/fixture

Value Added Items

Communication-Structure System™ - 10 year parts and labor warranty*		
Class	Height (ft)	Price for Materials
40B	40	\$7,415
50D	50	\$9,968
60F	60	\$13,417
70E	70	\$13,635
70F	70	\$17,540
80C	80	\$14,045
80D	80	\$20,076
90B	90	\$16,336
90C	90	\$20,481
100B	100	\$16,339
100C	100	\$20,699
110B	110	\$16,330
110C	110	\$22,500
120A	120	\$23,400
130A	130	\$23,807
150B	150	\$35,320

*Freight not included

Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

- A. Lighting system pricing stated above includes lighting system materials, lighting design & consultant services and delivery within the State of Minnesota to the job site. Additional freight may be incurred outside of the State of Minnesota.
- B. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- C. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- D. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- E. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2018, 110 mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 110 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- F. Pricing is based on using Musco's Control-Link® Control & Monitoring package. Musco's Show-Light® entertainment services packages are available and will increase the equipment cost by 12%. Musco is not responsible for obtaining rights to or any cost associated with music licenses.
- G. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.
- H. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- I. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.
- J. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- K. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- L. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

End of Bid

Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

Quote

Date: October 12, 2025
To: City of Lauderdale Lakes

Project: Willie Webb Park – Basketball Courts
Lauderdale Lakes, FL

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation - Existing Poles

(2) Basketball Courts - Sports Lighting

.....\$ 75,600.00

Materials Price per Sourcewell	Quantity	Price	Total
Basketball Court – SportsCluster – 50 Footcandles Outdoor	2	\$40,029.00	\$80,058.00
Deduct – 30 Footcandles – 40%	1	\$32,023.25	\$32,023.25
Installation Per RS Means			\$39,902.67
Additional Materials & Installation Discount			\$12,337.42
Total Turnkey Cost			\$75,600.00

Sales tax, permitting fees, and bonding are not included.

Prevailing wages included for the installation.

Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential.

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc

System Description

- Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized



Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide any existing as-built documents or drawings.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. Provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials and equipment to reuse existing service panels as required.
2. Provide materials and equipment to reuse existing wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install new Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Net 30 days.

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com

Cost Estimate Report

Date: 10/10/2025

Lauderdale Lakes FL

Willie Webb Parks Basketball

Prepared By: Musco Sports Lighting

Unit Detail Report by WBS

Year 2025 Quarter 1

Unit Line Number	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Category: Willie Webb Parks Basketball					
000000000002	Existing contactor cabinet demo, disposal	1.00	Ea.	\$600.00	\$600.00
013113200240	Field personnel, superintendent, minimum	1.00	Week	\$3,224.00	\$3,224.00
015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	1.00	Week	\$5,815.68	\$5,815.68
015433400070	Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel	2.00	Week	\$1,716.90	\$3,433.80
015436501200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	2.00	Ea.	\$190.54	\$381.08
019100000000	Commissioning	1.00		\$870.00	\$870.00
260505100200	Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	55.00	L.F.	\$1.58	\$86.90
260505504030	Metal halide fixture, electrical demolition, remove	8.00	Ea.	\$200.00	\$1,600.00
260505506040	High intensity discharge lamp, up to 1,000 W, electrical demolition, remove	8.00	Ea.	\$16.76	\$134.08
260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	7.00	C.L.F.	\$103.19	\$722.33
260526800100	Grounding rod, copper clad, 10' long, 3/4" diameter	4.00	Ea.	\$229.32	\$917.28
260526801000	Ground wire, copper wire, bare stranded, 4/0	2.00	C.L.F.	\$798.71	\$1,597.42
260526802530	Exothermic weld, exothermic welding reusable mold, cable to rod, termination, Tee	4.00	Ea.	\$202.81	\$811.24
260529200200	Strap, steel, 2 holes, rigid steel conduit, 1" diameter	40.00	Ea.	\$1.88	\$75.20

260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	50.00	L.F.	\$6.81	\$340.50
260533135100	Electric metallic tubing (EMT), 2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	15.00	L.F.	\$15.94	\$239.10
260533140540	Rigid galvanized steel conduit, 1" diameter, to 10' high, includes 11 couplings per 100'	250.00	L.F.	\$12.35	\$3,087.50
260533351100	Flexible metallic conduit, sealtite, 1" diameter	50.00	L.F.	\$12.98	\$649.00
260533351900	Flexible metallic conduit, sealtite, connectors, plain, 1" diameter	24.00	Ea.	\$29.34	\$704.16
260533351910	Flexible metallic conduit, sealtite, connectors, insulated, 1" diameter	4.00	Ea.	\$27.05	\$108.20
260533352790	Flexible metallic conduit, sealtite, connectors, insulated, 90 Deg., 1" diameter	4.00	Ea.	\$38.37	\$153.48
260533354800	Flexible metallic conduit, coupling sealtite to rigid, 1" diameter	25.00	Ea.	\$56.96	\$1,424.00
262913100500	MUSCO Lighting contactor Cabinet	1.00	Ea.	\$1,250.00	\$1,250.00
265636202600	MUSCO TLC - LED Fixture, Pole Mounted	8.00	Ea.	\$282.00	\$2,256.00
312316141050	Hand dig, 4" wide, 12" deep, backfill by hand, includes compaction, add	26.00	L.F.	\$18.14	\$471.64
337116200310	Lighting pole, crossarms for pole structure, material handling and spotting	4.00	Ea.	\$184.72	\$738.88
337116200320	Lighting pole, crossarms for pole structure, Install crossarms	4.00	Ea.	\$716.24	\$2,864.96
337116339100	Lighting pole, crossarms for pole structure, demo & disposal of material	4.00	Ea.	\$310.00	\$1,240.00
337983137500	Grounding systems	4.00	Lb.	\$37.98	\$151.92
Category: Willie Webb Parks Basketball Subtotal					\$35,948.35
Subtotal					\$35,948.35
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$35,948.35
General Conditions				0.00%	\$0.00
Subtotal					\$35,948.35
General Contractor's Overhead and Profit				11.00%	\$3,954.32
Unit Cost Total					\$39,902.67

Assembly Detail Report by WBS

Assembly Number	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl.O&P
Subtotal					
General Contractor's Markup on Subs					
Subtotal					
General Conditions					
Subtotal					
General Contractor's Overhead and Profit					
Assembly Cost Total					
Grand Total					\$39,902.67

CITY OF LAUDERDALE LAKES
Agenda Cover Page

Workshop: ☒	☐ Public Hearing	☐ Quasi-Judicial
Fiscal Impact: ☒ Yes ☐ No	☐ Ordinance	☐ Resolution
Contract Requirement: ☒ Yes ☐ No	☐ 1 st Reading	☐ 2 nd Reading

Title

DISCUSSION AUTHORIZING THE CITY COMMISSION TO AWARD A PIGGYBACK CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH THE SOURCEWELL MASTER PROJECT: 199030, CONTRACT NO. 041123-MSL, FOR THE PURPOSES OF UPGRADING THE LIGHTING WILLIE WEBB PARK – BASKETBALL COURTS AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS (\$75,600.20) AND 5% CONTINGENCY IN THE AMOUNT OF THREE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS (\$3,780.00) SEVENTY NINE THOUSAND, THREE HUNDRED AND EIGHTY DOLLARS (\$79,380.00)

Summary

This discussion authorizes the use of the Sourcewell cooperative contract no. 041123-MSL to MUSCO SPORTS LIGHTING, LLC to upgrade the Lighting at Willie Webb Park – Basketball Courts as part of the city's continued efforts to Rehabilitate and Renovate the Willie Web Park in an amount not to exceed \$79,380.00

Staff Recommendation

The purpose of this discussion is to authorize the City Commission to continue the upgrade/improvement efforts of the facilities at the Willie Web Park. The upgrades/improvements include a **SportsCluster® system with Total Light Control** for an upgraded lighting performance. The existing basketball court lighting is very poor and in somewhat disrepair. This proposed upgrade will not only provide an enhanced lighting for sporting activities, but also complete a much-needed facelift to compliment the major upgrades recently completed.

Upgrading these amenities at the park will enhance safety and improve the standard and quality of life for the residents.

The Contractor, Musco Sports Lighting, LLC. prepared an estimate of \$75,600.00, which includes activities, such as demolition and removal of old and obsolete equipment, professional services, fixture layout and aiming diagram, construction, equipment, installation, permitting, etc. Additionally, City staff is recommending a 5% (\$3,780.00) for unforeseen conditions that may be presented once construction commences for a total project budget of \$79,380.00 where the vendor is providing

product assurances and a comprehensive warranty program that covers materials and onsite labor, eliminating 100% of our maintenance costs for 10 years after completion.

The sub-contractor working for MUSCO SPORTS LIGHTING, LLC is IMPERIAL ELECTRICAL INC. who has done work for the city in the past.

City staff is requesting to utilize this vendor in accordance with the City's Procurement Code, Section 82-358 (D), which allows the City to participate in Cooperative purchase agreements.

For the EECBG grant: An application was made to the United States Department of Energy for improvements to the Willie Webb Basketball Court. The City was allocated \$76,160 for the improvement of the lightning on the courts to be more energy efficient. The project will be funded using the EECBG grant and general fund dollars.

City staff recommends the approval of this project for an amount not to exceed of \$79,380.00

Funding Source: EECBG Grant, \$76,160.00 102-331900-EECBG and General Fund, \$3,220 3151319-6310-EECBG

Fiscal Impact: There is a fiscal impact in the amount of \$ \$79,380.00, of which \$76,160.00 is funded by the EECBG grant and the remaining \$3,220.00 will be funded by the General Fund. This project was approved and funded as a part of the adopted FY2026 budget and Five-Year CIP Plan.

Appearance

<i>(Names and Titles of Outside Individuals Only)</i>

Sponsor Name/Department:

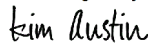
Aazam Piprawala; Procurement Administrator, Ronald Desbrunes, Director, Public Works, and Ericka Lockett Director, Parks and Human Services

Date: October 27, 2025



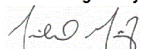
Proposal Evaluation
Sports Lighting Solutions with Related Technology, Equipment, and Services RFP #041123

		Alpha Supply, LLC	Cooper Lighting, LLC	Daybreak LED, LLC	Hellas Construction, Inc.	LEDVANCE	Musco Sports Lighting, LLC	Schreder Lighting, LLC	Shinetoo Lighting USA, LLC	Techline Sports Lighting, LLC
Possible Points										
Conformance to RFP Requirements	50	37	41	40	42	40	42	39	36	42
Pricing	400	294	330	303	310	308	321	309	238	306
Financial Viability and Marketplace Success	75	52	63	53	61	54	63	60	46	57
Ability to Sell and Deliver Service	100	46	83	67	78	68	84	79	64	77
Marketing Plan	50	35	41	38	42	35	41	37	35	42
Value Added Attributes	75	57	63	63	59	54	63	62	57	62
Warranty	50	38	41	39	42	38	45	40	36	44
Depth and Breadth of Offered Equipment, Products, or Services	200	159	169	156	162	139	176	168	134	165
Total Points	1,000	718	831	759	796	736	835	794	646	795
Rank Order		8	2	6	3	7	1	5	9	4

DocuSigned by:

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 Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Lead Analyst

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 Brandon Town, NIGP-CPP, CPSM, CPSP, Procurement Analyst

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 Michael Muñoz, CPPB, Procurement Analyst

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 Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

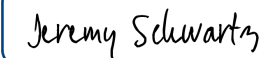
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC
DocuSigned by:

By: 05A9E224EF374DF...
James M. Hansen
Title: Secretary
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Tuesday February 21, 2023 07:22:41
Submitted On: Monday April 10, 2023 10:57:03
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address: 216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. \$500K	Approx. \$10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. \$750K	Approx. \$6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. \$1.7M	Approx. \$6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. \$900K	Approx. \$6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. \$400K	Approx. \$5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshow and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warranted period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded "Musco Solutions and Testimonial videos" document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, "Musco often is calling me to schedule a repair before I even know I had a problem."	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco's lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcwell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcwell member. Musco and the Sourcwell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. - Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. - Each contract project PO is checked and validated that it is an awarded contract purchase - Project awarded contract fee is validated as correct - When validation complete, report sent to cooperative purchasing organization - As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports - Invoice documents for projects of a contract member are available for review upon request
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Wednesday March 15, 2023 15:13:04
 - [Standard Transaction Document Samples](#) - Document Samples.zip - Wednesday March 15, 2023 15:13:17
 - [Upload Additional Document](#) - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☒	1

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
DISCUSSION REGARDING AWARD OF A CONTRACT TO MARSDEN SERVICES IN THE AMOUNT OF ONE HUNDRED AND NINETY NINE THOUSAND, SIX HUNDRED AND SIXTY TWO DOLLARS (\$199,662.00) TO PROVIDE JANITORIAL SERVICES FOR ALL CITY FACILITIES
Summary
This is a discussion regarding awarding a contract to Marsden Services in the amount of \$199,662.00 to provide adequate janitorial services for all City facilities.
Staff Recommendation

Background:

On April 27, 2025, the city's Procurement Services issued a Request for Proposals (RFP 25-3410-08R) seeking qualified firms to provide comprehensive janitorial services for City-owned facilities, including City Hall, the Public Works Complex, Vincent Torres Park, Willie Webb Park and other designated locations. The goal of this solicitation was to ensure a clean, safe, and well-maintained environment for employees, residents, and visitors.

The scope of service requested by the city consists in daily, weekly, and periodic janitorial services for all 13 city facilities including, but not limited to:

Nightly Tasks (All Facilities)

- Empty trash and waste daily, recycling containers
- Replace plastic liners of appropriate size in waste receptacles as necessary
- Maintain of all desks, file cabinets, workstation partitions, ledges, sills, walls, communication consoles and all furniture in a dust free condition and cleanliness
- Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs
- Wet mop and disinfect all non-carpeted floor areas including stairwells and landings
- Clean all stairs, stairways, stairwells and hand rails, vacuum up any debris and wash stair treads whenever soiled
- Clean all building entranceways, inside and outside. Particular emphasis should be given to the storefront glass doors, handles, partitions and sidelights to a height of seven feet from the floor
- Clean and disinfect all toilets and washrooms, including urinals, sinks, bowls, mirrors, floors, walls, partitions and fixtures
- Wipe clean and disinfect all counter tops, sinks, faucets, and kitchen appliances
 - Clean mirrors with a glass cleaner and lint free cloth in all physical fitness rooms. Rubber floor tiles shall be cleaned using Rubber Tile Cleaner
 - Clean and sanitize all doors, handles and doorknobs

Weekly Tasks

- Polish chrome and bright work in the bathrooms
- Remove all cobwebs

Monthly Tasks

- Scrub, wax and spray all vinyl floors

Quarterly Tasks

- Shampoo and rinse all carpeting using the dry extraction method
- Strip and wax all vinyl floors

Following a competitive procurement process, seventeen (17) proposals were received and evaluated based on qualifications, experience, staffing, proposed cleaning schedules, and cost. Proposers name and bid amounts are provided in the below table:

#	Proposers	Bid Amount (Annually)
1	Green facility, INC	60,892.99
2	Global Services	117,180.00
3	Klen Space INC	126,729.30
4	American Facility Services, INC	150,527.52
5	95 South Inc	150,864.12
6	Star Building Service, INC	151,131.00
7	Chi-Ada Corporation	157,441.81
8	WeClean Commercial Cleaning	169,025.00
9	AAA Facility Solutions, LLC	192,300.00
10	Marsden South LLC	199,662.00
11	Ecommerce Florida LLC	228,624.00
12	Hand on Development	255,000.00
13	Cleaning Management Systems Group INC	257,825.02
14	IC&G Cleaning Services Inc	348,336.00
15	I&G Cleaning Inc	363,840.00
16	J and A Cleaning Company LLC	368,577.48
17	Celebrity Janitorial and Cleaning, LLC	486,420.00

Staff recommends approval of a contract award between the City of Lauderdale Lakes and Marsden South LLC for Citywide Janitorial Services, which represents the best value to the City for an amount not to exceed \$199,662.00 annually (16,638.50 per month) for fixed services as well as approving the vendor to provide additional "Optional Services" at the following rates:

OPTIONAL SERVICE ITEMS		
General Janitorial Service		Per Hour Per Person
Additional Janitorial Services may be requested to support City events, such as football games, special events and facility rentals. Payment will be for minimum of two (2) hours.		\$25.00
<i>Additional Cleaning Services (As needed)</i>	Unit	Unit Price
<i>Window Cleaning – Below 10 Feet</i>	Sq. Ft.	\$0.25
<i>Window Cleaning – Above 10 Feet</i>	Sq. Ft.	\$0.35
<i>Vinyl Floor Strip and Wax</i>	Sq. Ft	\$0.55
<i>Vinyl Floor Spray Finish and Buff</i>	Sq. Ft	\$0.20
<i>Carpet shampoo and rinse cleaning</i>	Sq. Ft	\$0.25
<i>Ceramic/Porcelain tiles and grout cleaning</i>	Sq. Ft	\$0.50

The current cost to the city from Global Services for fixed janitorial services is \$10,827.00 per month// \$129,924.00 annually

City staff is recommending award in accordance with the City's Procurement Code, Section 82-356(a)(1), 82-356(A)(3) which allows Competitive sealed bidding.

The term of this agreement shall be for a three (3) year term and may be renewed for an additional two (2) years, on a year-by-year basis, for a total term not-to exceed five (5) years. Each renewal of this agreement is contingent upon approval by the City and continued satisfactory performance by the Vendor in accordance with the terms of the agreement.

Funding Source:

Funds for janitorial services are included in the FY 2026 General Fund and Enterprise Fund operating budgets under Facilities Maintenance accounts.

Fiscal Impact:

For fiscal year 2026, there is adequate funding available. Future year requests are subject to the availability of funding and approval through the City Manager.

Sponsor Name/Department: Aazam Piprawala, Procurement Administrator, Financial & Ronald Desbrunes, P.E., Public Works Director

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
☐ Scope of Work	Backup Material
☐ Bid Tabulation	Backup Material
☐ 1st Round Evaluation	Backup Material
☐ 2nd Round Evaluation	Backup Material
☐ Marsden Cost Sheet	Backup Material

SECTION 2 – SCOPE OF SERVICES

I. GENERAL SCOPE OF SERVICES:

A. The City of Lauderdale Lakes seek the services of a qualified Contractor to provide Citywide Janitorial Services various facilities through-out the City. The Work consists of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, service and supervision necessary to perform and maintain our facility in a neat, clean and orderly condition. All labor and materials must be in compliance with all local, state and federal laws, rules and regulations, including OSHA and similar safety standards.

B. The CITY facilities that will require janitorial service and their approximate square footage are as follows:

	Name	Address	Approximate Sq. Ft.	Cleaning Frequency
1	City Hall/Public Safety Complex*	4300 NW 36th Street	21,954	Mon - Fri
2	Development Services	3521 NW 43 Avenue	8,114	Mon - Fri
3	Public Works Building	3463 NW 43rd Avenue	4,000	Mon - Fri
4	Alzheimer's Care Center	4320 NW 36th Street	3,075	Mon - Sat
5	Community Resource Center	4320 NW 36th Street	3,474	Mon - Sun
6	Multipurpose Center	4340 NW 36th Street	5,155	Mon - Sun
7	Vincent Torres Park	4331 NW 36th Street	5,819	Mon - Sun
8	Willie L. Webb Sr. Park	3601 NW 21st Street	7,489	Mon - Sun
9	Educational Cultural Center	3580 West Oakland Park Blvd	8,893	Mon - Sun
10	Northgate Park	3555 West Oakland Park Blvd	315	Mon - Sun
11	Otis Gray Park	4800 NW 26th Street	629	Mon - Sun
12	Cypress Preserve Park	2525 NW 49 Avenue	315	Mon - Sun
13	Aquatic Center (Admin Offices & Restrooms)	3077 NW 39 Street	1,246	Mon - Sat

* City Hall/Public Safety Complex includes first and second floor administrative offices, restrooms and all rooms that are not categorized as unoccupied space. In addition, this building includes the atrium.

C. IMPORTANT NOTE: The above indication of approximate squared footage does **not** eliminate the need for the Contractor's **mandatory site inspections** and evaluation of the service levels needed at each facility. The square footage is provided as an estimation of facility size and is not a determining factor of the actual price. **No allowances will be made due to lack of site inspection.**

II. CITY SUPPLIED PRODUCTS

A. CITY'S Responsibilities:

1. CITY will provide all consumable janitorial supplies, consisting of paper towels, toilet paper, paper toilet seat covers, trash bags, soap, feminine sanitary bags and urinal blocks and place in the designated storage closet.
2. CITY will provide reasonable closet space for supplies, machines and equipment used on the days specified within this Scope of Work.
3. CITY will provide schedule of events for each rental facility on a weekly basis. If schedule changes, CITY will provide notification to the CONTRACTOR within 24 hours or soon as notification can be made.

B. CONTRACTOR'S Responsibilities:

- 1. CONTRACTOR shall provide a minimum of seven (7) employees Monday thru Friday and (5) employees during the weekend to perform safe and thorough work for each facility/location.**
2. CONTRACTOR staff shall be able to work without restrictions to perform all necessary services.
3. The CONTRACTOR will provide a list of cleaning products with a copy of approved MSDS, tools, and machines required to clean the CITY buildings. Once approved by the CITY, the CONTRACTOR will pay for and provide all cleaning products as approved.
4. CONTRACTOR shall replenish janitorial supplies from stock provided by the CITY to all dispensers and non-dispenser locations. CONTRACTOR is required to notify the CITY when there is a five (5) day supply remaining of any item listed above in the janitorial closets.
5. CONTRACTOR shall report any plumbing problems, running water, and inoperative City equipment and fixtures to the designated City representative.
6. The CONTRACTOR will provide a daily inspection report for each facility. City staff will provide inspection form.
7. Deficiency of the Scope of Work shall be deducted from the monthly service statement.

III. CONTRACTOR USE OF SITE AND PREMISES

A. Security Provisions:

1. All employees shall be in uniform with identifying Company logo or identification badge [clearly displayed], and shall maintain a neat and orderly appearance. Contractor employees shall present a professional appearance. Employees shall be neat, clean, well-groomed, courteous, properly uniformed (including name tag) and shall conduct themselves in a respectable manner while performing duties of the contract.

2. Facility keys or any other means of access shall not be identified by either CITY name or address. Keys shall be tagged with a numerical code known only to the Janitorial Operations Management Staff and shall be properly secured at all times. Any compromise to keys and any other means of access will be rectified by the contractor, including cost of reimbursement up to the complete locking system replacement, key replacement and to re-key the locks.

3. All windows and doors shall be locked during the cleaning operations and when leaving the building following completion of the cleaning activities. If an office door is found locked, relock it upon completion of cleaning; if the door is not locked, do not lock it upon completion of cleaning. In addition, the CITY's security/alarm system is to be properly activated. Should the CONTRACTOR set off the alarm system for any reason, they are to notify the appropriate CITY personnel (at phone numbers to be provided at a later date). Should BSO respond to an alarm, which turns out to be a false alarm, any penalty imposed upon the CITY (due to the False Alarm Ordinance) will be deducted from the CONTRACTOR's monthly invoice. Any security concerns should be reported to the appropriate CITY personnel.

4. Unauthorized personnel shall not be permitted to enter any CITY facility.

5. A list of employees' names shall be provided to the CITY prior to commencement of work and be maintained regularly.

6. A CONTRACTOR must furnish an on-site supervisor, who must be present at any time CONTRACTOR'S staff is working in the facilities.

B. Time Restrictions for Performing Work:

1. CONTRACTOR shall not begin work prior to 6:00 pm in all buildings, except the Parks and Multipurpose Buildings in which CONTRACTOR shall not begin work prior to 10 pm. or unless specified otherwise. Work in all buildings must be completed by 6:00 am. The CONTRACTOR is responsible for coordinating cleaning services with City activities schedule.

C. The Contractor's employees are not to use CITY equipment (i.e., coffee urns, adding machines, copiers, radios, telephones, machinery, computers, janitorial equipment, etc.) for any reason unless approved in writing by the Assistant Director of Public Works or his designee.

D. The employees of the CONTRACTOR must conduct themselves in a courteous manner and make every effort to avoid any disruption to CITY employees, patrons, events or functions, which may be on site during the cleaning process.

IV. GENERAL HOUSEKEEPING PROVISIONS

A. Equipment: The CONTRACTOR must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc. and any other equipment and machinery necessary to perform assigned duties at its own expense. Cleaning equipment shall be properly sanitized and stored after use. A complete list of equipment used in the CITY buildings must be provided and approved. CONTRACTOR shall avoid using any fuel operated machinery or equipment in the interior of any building.

B. Basic Cleaning Fundamentals: The CONTRACTOR will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely.
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes and wastewater.

C. General Housekeeping Procedures: The CONTRACTOR must provide the CITY with a written copy of their housekeeping procedures. CONTRACTOR must furnish the CITY with written inspection reports and total number of hours for janitorial services each day. CONTRACTOR must furnish the CITY with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to, the following:

1. A condition of this contract includes an initial cleaning requirement. The CONTRACTOR, in addition to the initial month of service, shall bring all facilities up to contract standards during the first month of the contract. This initial cleaning will be in addition to routine cleaning tasks but will not be billable as additional work performed. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under this contract. Award will move to Second (2nd) Ranked vendor.
2. Properly dispose of trash, waste and recyclable products.
3. Avoid the use of cleaning solutions and chemicals containing ammonia, chlorine or harsh detergents.
4. Avoid sweeping to reduce airborne dust.
5. Use a dry lint-free dust mop on access floors.
6. All tile, LVT, VCT and epoxy floors shall be completely mopped daily with a damp mop with the appropriate cleaner.
7. All carpets must be vacuumed daily.
8. All cleaning equipment shall be cleaned thoroughly and stored properly.
9. Make sure the products being used have been tested according to NEMA standards and that the chemical does not interfere with the static dissipating properties of the floor.
10. The mops and dust cloths used to clean the computer room are to be used only in the computer room. Under NO circumstances should mops and dust cloths used to clean other areas be used in the computer room. The mops used in the restrooms shall be limited to restroom use only.

11. Do not empty trash cans located inside the server rooms.

12. Stripping:

a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.

b. When using sealer, apply two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.

c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications

13. Scrubbing/Refinishing:

a. Scrub floor with grade pads before refinishing.

b. Scrub with a floor-cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use neutral cleaner for this process. Rinse floor thoroughly and allow to dry before refinishing.

D. Meetings: The CONTRACTOR or a designated representative, at the discretion of the Assistant Director of Public Works or his designee shall be available for monthly meetings with CITY personnel.

E. Schedule: Within thirty (30) days of Contract commencement the CONTRACTOR shall provide the Assistant Director of Public Works or his designee with a schedule identifying which days of the week, month, and quarter all periodic tasks will be performed for the entire term of the Contract, based on information provided below.

V. SPECIFIC HOUSEKEEPING PROVISIONS - FREQUENCY

A. The CONTRACTOR shall perform the following duties on a nightly basis, Monday through Friday, at all facilities, with the exception of the Park facilities that shall be cleaned every day of the week and Alzheimer Care Center 5 days a week. They are as follows:

1. Empty trash and waste daily, recycling containers (and wash trash lids and containers as needed before replacing liner) in all rooms and hallways, and outside of buildings. CONTRACTOR shall transport waste to locations in the manner designated by the CITY. Garbage and recycling items shall never be comingled. Garbage bags shall be removed and transported appropriately to avoid spillage and leakage onto the floor.

2. Replace plastic liners of appropriate size in waste receptacles as necessary from stock provided by the CITY. Liners shall be replaced when any garbage is visible.

3. Maintain all desks, file cabinets, workstation partitions, ledges, sills, walls, communication consoles and all furniture in a dust free condition and cleanliness. Clean and polish Formica or wood dais, podiums and other surfaces as necessary to maintain a clean, well-polished appearance. No paper products or items on the above-mentioned areas should be moved for cleaning.

4. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt, or any other debris on the carpet daily.

5. The contractor shall inspect all carpeted areas nightly and clean all spots as needed to maintain the original appearance and condition of the carpets.

6. Wet mop and disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times, except in the Alzheimer Building (see special procedures below). Floor tiles and grout should be maintained in a clean and stain free condition daily.

7. Clean all stairs, stairways, stairwells and hand rails, vacuum up any debris and wash stair treads whenever soiled.

8. Clean all building entranceways, inside and outside. Particular emphasis should be given to the storefront glass doors, handles, partitions and sidelights to a height of seven feet from the floor daily.

9. Clean and disinfect all toilets and washrooms, including urinals, sinks, bowls, mirrors, floors, walls, partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean, unstained condition. The mirrors shall be streak and spot free daily.

10. Wipe clean and disinfect all counter tops, sinks, faucets, and kitchen appliances (Does not include dishes and inside of appliances). Wash trash container and lid both inside and outside before replacing liner, as needed.

11. In all physical fitness rooms, clean mirrors with a glass cleaner and lint free cloth. Rubber floor tiles shall be cleaned using Rubber Tile Cleaner. Only cleaning products recommended by the manufacturer may be used. CONTRACTOR is responsible if discoloration of the floors occur due to the use of improper cleaning products or methods.

12. Clean and sanitize all door, handles, and doorknobs.

B. The CONTRACTOR shall perform the following duties on a **weekly** basis, at all facilities:

1. Chrome and bright work in the bathrooms are to be polished with a suitable metal polish.

2. Remove all cobwebs.

C. The CONTRACTOR shall perform the following duties at all facilities:

1. Vinyl floors shall be scrubbed, waxed and spray buffed once per **month**. The floors at the Alzheimer Center shall be finished with a matte-finish wax.

2. Strip and wax all vinyl floors on a **quarterly** basis.

3. The CONTRACTOR shall shampoo and rinse all carpeting using the dry extraction method on a **quarterly** basis (four times per year) at all facilities.

4. CONTRACTOR shall provide a schedule of when the above activities will take place to allow the City to prepare.

5. Bathroom floor tiles and grout lines shall be cleaned **monthly**.

6. All other flooring shall be cleaned as per cleaning specifications.

VI. SPECIFIC INSTRUCTIONS REGARDING THE ALZHEIMER CENTER

In addition to the housekeeping provisions previously outlined in sections IV & V; **daily attention** to the following items is required at the Alzheimer Center:

A. GENERAL CLEANING OF ALL AREAS

1. Vacuum all carpeted areas.
2. Wet mop all flooring with clean water and a clean mop, disinfectant and deodorizer. The deodorizer should not generate a strong odor.
3. Wipe, clean and disinfect smudge marks from doors, door frames and light switches.
4. Wipe, clean and disinfect all tables and counter tops.
5. Clean all glass doors.

B. SPECIFIC CLEANING OF THE RESTROOMS

1. Thoroughly clean with disinfectant all walls, toilet bowls, inside and out including the base of toilet and seats (front and back). Cleaning shall include all human bodily waste for example, blood, urine and feces.
2. Wipe clean with disinfectant all sinks and showers.
3. Wipe clean all mirrors. (Must be streak and spot free).

C. SPECIFIC CLEANING OF THE KITCHEN

1. Wipe clean and disinfect all counter tops, sinks and faucets. (Does not include dishes).
2. Wipe clean and disinfect kitchen appliances. (Does not include inside of appliances).
3. Wash trash container and lid both inside and outside before replacing liner as needed.

VII. SPECIFIC INSTRUCTIONS REGARDING THE PARK FACILITIES AND CITY HALL FREQUENCY

A. The Multi-purpose Building, Community Resource Center, Educational Cultural Center, Willie Webb and Vincent Torres Parks are open until 10 pm, seven (7) days a week. At these locations, janitorial services will be required every day of the week and shall not commence until 10 pm. Northgate, Otis Gray and Cypress Preserve Parks are open until sunset, seven (7) days a week. Cleaning shall not commence until after Sunset.

B. Aquatics Center must be cleaned six (6) days per week.

C. After hour events occur periodically at Park's Facilities. The Parks and Human Services Department will provide the CONTRACTOR with a weekly schedule of upcoming events, which will require a schedule change of the janitorial services. Proper coordination on the part of the CONTRACTOR is mandatory. These events may include but are not limited to football games, special events, and facility rentals. Please note that revisions to the Weekly Schedule occurs periodically and they will become available to the contractor ASAP.

D. City Hall Administrative staff will provide the contractor with a weekly/monthly schedule of upcoming events, which will require a schedule change of the janitorial services. Proper coordination on the part of the CONTRACTOR is mandatory. These events include, but are not limited to, Commission meetings, Board meetings, special meetings and conferences.

VIII. OPTIONAL SERVICE ITEMS –

A. Additional Janitorial Services may be requested at a fixed rate per event; such as but not limited to, football games, special events and facility rentals. Such cleaning is as follows but not limited to: Picking up trash, cleaning, urinals, toilets, sinks, mopping floor areas, refilling soap dispensers, restocking paper towels, toilet tissue, trash bags, urinal blocks and toilet seat covers. Minimum two (2) hour of cleaning services is required, on an as needed basis.

B. The CONTRACTOR shall perform the following duties at all facilities on an as needed basis as specified below priced at a square footage rate:

1. Window Cleaning – Below 10 Feet inside and outside.

- a. Use a No Rinse Formula that removes smudge and dries quickly. Must be streak and spot free. Non scented product is required.

2. Vinyl Floor Strip and Wax.

- a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
- b. When using sealer/wax, apply two thin coats. Allow sealer/wax to dry thoroughly between coats and before applying floor finish.
- c. Always apply a minimum of two coats of sealer/wax allowing floor to dry thoroughly between applications.

3. Vinyl Floor Spray Finish and Buff.

- a. Scrub floor with appropriate grade pads before refinishing.
- b. Scrub with a floor-cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

4. Carpet Shampoo and Rinse Cleaning.

- a. Shampoo and rinse all carpeting using the dry extraction method.

5. Ceramic, Epoxy and Porcelain Tiles and Grout Cleaning.

- a. Ceramic/porcelain tiles and grout shall be cleaned with a non-abrasive cleaner to prevent scratching of the tiles.

The City will notify the CONTRACTOR twenty-four (24) hours in advance when services are required.

IX. ENVIRONMENTAL PROVISIONS

Environmental: Energy conservation and recycling are issues of great concern to the CITY of Lauderdale Lakes. To this end, CONTRACTOR agrees to:

- A. Leave only designated night-lights burning upon departure from any CITY facility;
- B. The contractor will strive to use the lowest toxicity/volatility products available that will perform adequately. Cleaners/disinfectants/deodorizers should not generate strong odors;
- C. Maximize extraction of pollutants: Use HEPA vacuums or Micro-filters with high efficiency particulate filter bags with filters retaining particles sizes below one (1) micron. Always use a damp cloth when dusting;
- D. Replace VOC-based cleaning products with water-based solutions;
- E. Maintain the separation of trash and designated recyclables, and deposit each in the appropriate containers and/or dumpsters;
- F. Follow all label instructions on all cleaning and disinfecting products;
- G. Dispose of all cleaning products or rinse water in the janitorial sink located in every building. Debris should not be flushed down any sinks.

X. ADDITIONAL REQUIREMENTS

1. A 24-hour contact person and phone number are required. Must be able and available to provide responses and/or follow-ups within a 24-hour period.
2. Hygiene product supplied by the City shall not be used for cleaning.
3. One week's notice shall be given to the Assistant Director of Public Works or his designee prior to special cleaning. This is necessary for relocation of furniture and other items.
4. City owned equipment and tools shall not be used by the CONTRACTOR.

XI. EXPANSION/REDUCTION OF JANITORIAL SERVICES

The City at its own discretion may choose to expand or reduce contracted Janitorial Services to City facilities in the future under the same Terms and Conditions described herein. Pricing for these conditions will be agreed upon by the City and CONTRACTOR prior to implementation of the expansion or reduction of services.

XII. UNOCCUPIED SPACE

A. The CITY of Lauderdale Lakes will not pay for unoccupied space. Offices that are unoccupied will have a marker placed on the office door to notify the CONTRACTOR that the office is **UNOCCUPIED**. Unoccupied space includes storage rooms, studio, server rooms, generator and equipment rooms.

B. The monthly cost per square-foot is based on the total occupied square footage for each facility. The monthly fee may be adjusted on a pro-rated basis for unoccupied space.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals that have successfully completed a minimum of three (3) projects of similar scope over the past five (5) years, in the state of Florida. Proposer must include this experience in its submittal. Also, the firm must have a sufficient number of staff to complete the work in the time required and in accordance with the specifications in the Scope of Work. (See Section II.B.1)

SECTION 4 - TERM OF CONTRACT

The City anticipates awarding a one (1) year contract commencing upon final execution of the contract by the City, with four (4) year renewals on a year-to-year basis for a total of five (5) years. It is anticipated that the contractor services will commence on or around July 2025 or soon thereafter.

SECTION 5 – INQUIRIES/AVAILABILITY

Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderdale Lakes – Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Attn: Aazam Piprawala
Fax (954) 535-1892
Email: purchasing@lauderdalelakes.org

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERDALE LAKES OTHER THAN THE DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

Responses MUST be submitted electronically at DemandStar by Onvia at www.demandstar.com. Instructions are provided as an attachment. You must be a planholder in order to submit a response. Responses received electronically will remain sealed or unopened until the request for proposal is declared closed.

Tabulation Sheet

Agency Name City of Lauderdale Lakes, FL

Bid Number RFP-RFP 25-34010-08R-0-2025/ap

Bid Name Citywide Janitorial Services

Bid Due Date 05/30/2025 11:00:00 Eastern

Bid Opening Closed

17 responses found.

✓ online,  offline, ● not submitting,  not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1.	95South Inc	05/27/2025 15:45:10 Eastern	15 Frowein Rd, Center Moriches, NY, 11934	\$150864.1200	780577.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ 
2.	AAA Facility Solutions, LLC	05/29/2025 08:05:43 Eastern	4275 NW 1st Ave., Boca Raton, FL, 33431	\$192300.0000	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ ✓
3.	American Facility Services, Inc.	05/30/2025 10:59:40 Eastern	1325 Union Hill Industrial Court, Suite A , Alpharetta, GA, 30004	\$150527.5200	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ ✓
4.	celebrity Janitorial and cleaning, llc	05/30/2025 10:39:30 Eastern	3484 NE 12th Terrace, Fort Lauderdale, FL, 33334	\$486420.0000	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ ✓
5.	Chi-Ada Corpororation	05/29/2025 17:19:56 Eastern	4820 West Commercial Blvd, Tamarac, FL, 33319	\$157441.8100	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ ✓
6.	Cleaning Management Systems Group INC	05/30/2025 10:59:12 Eastern	150 S Pine Island Rd, 300, Plantation, FL, 33324	\$257825.0200	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ ✓
7.	Ecommerce Florida LLC	05/30/2025 06:14:51 Eastern	2622 NW 2nd, Boca Raton, FL, 33431	\$228624.0000	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP Bid Package Submittal	✓ ✓ ✓ ✓ ✓
8.	GLOBAL SERVICES	05/29/2025 16:05:06 Eastern	601 W. Oakland Park Blvd., Suite C4, Wilton Manors, FL, 33311	\$0.0000	0.0000		Request for Proposal Checklist Disclosure of Potential Conflict of Interest Signature Page Submittal Package per Section 13 of the RFP	✓ ✓ ✓ ✓

9	Green Facility, Inc	05/29/2025 19:15:17 Eastern	2900 N University Dr., Suite 46-76, Coral Springs, FL, 33067	\$5074.4200	0.0000		Bid Package Submittal	✓
							Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
10	Hands on Development	05/30/2025 09:41:03 Eastern	4441 Sw 72 Terr, Fort Lauderdale, FL, 33314	\$255000.0000	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
11	I&G Cleaning Inc	05/30/2025 02:27:33 Eastern	7971 Riviera Blvd Suite 205, Miramar, FL, 33323	\$363840.0000	0.0000	African American Owned, Woman Owned	Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
12	IC & G CLEANING SERVICES INC	05/28/2025 17:42:48 Eastern	7850 W McNab Rd, 302, Tamarac, FL, 33321	\$348336.0000	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
13	J and A Cleaning Company LLC	05/30/2025 10:53:27 Eastern	1702 SW 70th Ave, North Lauderdale, FL, 33068	\$368577.4800	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
14	Klen Space Inc.	05/30/2025 09:45:03 Eastern	4555 Shearwater Lane, Naples, FL, 34119	\$126769.3000	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
15	Marsden Services	05/30/2025 10:25:50 Eastern	1388 SW 8th St., Pompano Beach, FL, 33069	\$199662.0000	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
16	Star Building Service, Inc	05/30/2025 10:48:24 Eastern	1110 BRICKELL AVENUE SUITE 400-52, Miami, FL, 33131	\$151131.0000	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓
17	WeClean commercial cleaning	05/30/2025 10:54:25 Eastern	111 North Powerline road, Deerfield Beach, FL, 33442	\$169025.2000	0.0000		Request for Proposal Checklist	✓
							Disclosure of Potential Conflict of Interest	✓
							Signature Page	✓
							Submittal Package per Section 13 of the RFP	✓
							Bid Package Submittal	✓

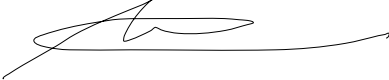
RFP 25-3410-08R
Citywide Janitorial Services
(Evaluation Summary)

VENDOR	Max Points	Points Awarded	#	Bid Price
I&G Cleaning Inc	500	353.00	1	363,840.00
Chi-Ada Corporation	500	338.00	2	157,441.81
GLOBAL SERVICES	500	315.00	3	117,180.00
Marsden Services	500	295.00	4	199,662.00
AAA Facility Solutions, LLC	500	294.00	5	192,300.00
IC & G CLEANING SERVICES INC	500	293.00	6	348,336.00
Green Facility, Inc	500	287.00	7	60,892.99
Klen Space Inc.	500	279.00	8	126,769.30
95South Inc	500	266.00	9	150,864.12
J and A Cleaning Company LLC	500	246.00	10	368,577.48
American Facility Services, Inc.	500	241.00	11	150,527.52
WeClean commercial cleaning	500	240.00	12	169,025.20
Star Building Service, Inc	500	224.00	13	151,131.00
Cleaning Management Systems Group INC	500	210.00	14	257,825.02
Hands on Development	500	202.00	15	235,800.00
celebrity Janitorial and cleaning, llc	500	181.00	16	486,420.00
Ecommerce Florida LLC	500	50.00	17	0.00

VENDOR NAME		EVALUATION COMMITTEE MEMBER 1				EVALUATION COMMITTEE MEMBER 2				EVALUATION COMMITTEE MEMBER 3				EVALUATION COMMITTEE MEMBER 4				EVALUATION COMMITTEE MEMBER 5			
		Chi-Ada Corp	Global Services	I&G Cleaning	Marsden South	Chi-Ada Corp	Global Services	I&G Cleaning	Marsden South	Chi-Ada Corp	Global Services	I&G Cleaning	Marsden South	Chi-Ada Corp	Global Services	I&G Cleaning	Marsden South	Chi-Ada Corp	Global Services	I&G Cleaning	Marsden South
Category	Max Points	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
Presentation	5	3.5	2	4	4.8	2	1	3	4	2.5	2	4.5	4.5	3	2	3	4	2.5	1.5	4.4	4.5
Total Score	5	3.5	2	4	4.8	2	1	3	4	2.5	2	4.5	4.5	3	2	3	4	2.5	1.5	4.4	4.5

Vendor Name	Max Points	Points Award	#
Marsden South	25	21.80	1
I&G Cleaning	25	18.90	2
Chi-Ada Corp	25	13.50	3
Global Services	25	8.50	4

Completed By: Anthony Grullon

Verified By: 

**City of Lauderdale Lakes
ATTACHMENT "C"**

SCHEDULE OF PRICES

PREVENTATIVE MAINTENANCE					
Location		Address	Monthly	Quantity	Extended Price
1	City Hall Building/Public Safety Complex*	4300 NW 36th Street	\$3,137.83	12	\$37,653.96
2	Development Services Bldg.	3521 NW 43rd Avenue	\$1,609.21	12	\$19,310.52
3	Public Works Building	3483 NW 43rd Avenue	\$847.51	12	\$10,170.12
4	Alzheimer's Care Center	4320 NW 36th Street	\$980.07	12	\$11,760.84
5	Community Resource Center	4320 NW 36th Street	\$887.92	12	\$10,655.04
6	Multipurpose Center	4340 NW 36th Street	\$1,166.84	12	\$14,002.08
7	Vincent Torres Park	4331 NW 36th Street	\$1,318.14	12	\$15,817.68
8	Willie L. Webb Sr. Park	3601 NW 21st Street	\$1,535.08	12	\$18,420.96
9	Educational Cultural Center	3580 W. Oakland Park Blvd	\$1,968.96	12	\$23,627.52
10	Northgate Park	3555 W. Oakland Park Blvd	\$514.27	12	\$6,171.24
11	Otis Gray Park	4800 NW 26th Street	\$948.14	12	\$11,377.68
12	Cypress Preserve Park	2525 NW 49th Avenue	\$514.27	12	\$6,171.24
13	Aquatic Center	3077 NW 39 Street	\$1,210.31	12	\$14,523.72
		Total Monthly Charge:	\$16,638.55		
Total Annual Charge:				\$199,662.60	
(Monthly Price X Quantity = Extended Price)					

OPTIONAL SERVICE ITEMS			
General Janitorial Service			Per Hour Per Person
Additional Janitorial Services may be requested to support City events, such as football games, special events and facility rentals. Payment will be for minimum of two (2) hours.			\$25.00
Additional Cleaning Services (As needed)		Unit	Unit Price
1	Window Cleaning — Below 10 Feet	Sq. Ft.	\$0.25
2	Window Cleaning — Above 10 Feet	Sq. Ft.	\$0.35
3	Vinyl Floor Strip and Wax	Sq. Ft.	\$0.55
4	Vinyl Floor Spray Finish and Buff	Sq. Ft.	\$0.20
5	Carpet shampoo and rinse cleaning	Sq. Ft.	\$0.25
6	Ceramic/Porcelain tiles and grout cleaning	Sq. Ft.	\$0.50

Contractor/Proposer/Bidder Company Name **Marsden South, LLC**

Mark Dorenkott
Mark Dorenkott (May 26, 2025 12:48 EDT)

05/29/25

Authorized Company Signature

Date

Mark Dorenkott, President

Authorized Company Printed Name/Title

35

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement: Yes

Title

DISCUSSION REGARDING THE RENEWAL CONTRACTS FOR THE CITY'S LOBBYISTS: BECKER & POLIAKOFF, ALCADE & FAY, LTD. AND RONALD L. BOOK, P.A.
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Summary

This is a discussion regarding the renewal contracts for the City's Lobbyists: Becker and Poliakoff, Alcade & Fay, Ltd and Ronald L. Book, P.A.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
 Resolution 2025-048	Backup Material

RESOLUTION 2025-048

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING AND APPROVING THE CITY OF LAUDERDALE LAKES' 2025 LEGISLATIVE PRIORITIES FOR THE 2025 STATE OF FLORIDA LEGISLATIVE SESSION AND THE 119TH SESSION OF THE UNITED STATES CONGRESS; FURTHER AUTHORIZING CONTINUATION OF PROFESSIONAL SERVICE AGREEMENTS WITH STATE AND FEDERAL LOBBYISTS FOR ADVOCACY OF LEGISLATIVE PRIORITIES DURING THE 2025 STATE OF FLORIDA LEGISLATIVE SESSION AND THE 119TH SESSION OF THE UNITED STATES CONGRESS; A COPY OF SAID LEGISLATIVE PRIORITIES IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, all municipal and county governments, including the City of Lauderdale Lakes ("City"), are impacted by the policy decisions, state and federal laws enacted by the Florida Legislature and the Governor, as well as the United States Congress and the President of the United States;

WHEREAS, the City Commission of Lauderdale Lakes has developed a variety of legislative priorities, appropriations, and public projects ("Legislative Priorities") that are essential to protecting and promoting the interests of the City's residents, businesses, and visitors, which require advocacy on behalf of the City during the 2025 Florida Legislative Session and the 119th Session of the United States Congress ("119th Congress"), said Legislative Priorities are attached hereto as **Exhibit A**;

WHEREAS, the City Commission has determined it to be in the best interest of the City to retain and continue professional service agreements by and between the City and Ron Book of Ronald L. Book, P.A., and Yolanda Cash Jackson, Esq., of Becker & Poliakoff, (collectively "State Lobbyists"), and Maurice J. Kurland of Alcalde & Fay, LTD ("Federal Lobbyist") respectively, for

1 the purpose of advocating, promoting and achieving the City's Legislative Priorities at and during
2 the 2025 Florida Legislative Session and the 119th Session of the United States Congress, as well
3 as before the Governor and Executive Branch of the State of Florida and the President and
4 Executive Branch of the United States to the fullest extent possible and appropriate. The
5 professional services agreement of the State Lobbyists and the Federal Lobbyist are attached to
6 this Resolution as **Composite Exhibit B** and **Exhibit C** respectively, and;

7 Whereas, City Staff has determined the fiscal impact of the professional services
8 contemplated by the State Lobbyists and the Federal Lobbyist to be \$140,000.00 annually, which
9 shall be paid from the General Fund, 0010700-3410 and Stormwater Management Fund,
10 4011302-3410 accounts.

11 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
12 LAUDERDALE LAKES AS FOLLOWS:

13 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
14 confirmed as being true, and the same are hereby made a part of this Resolution.

15 SECTION 2. APPROVAL OF LEGISLATIVE PRIORITIES: The City Commission hereby
16 adopts and approves the City's Legislative priorities, projects, and appropriations for the 2025
17 State Legislative Session, in substantially the form as such are attached hereto as **Exhibit A** and
18 incorporated herein by reference; and hereby further authorize the continuation of standing
19 professional service agreements by and between the City and Ron Book of Ronald L. Book, P.A.,
20 and Yolanda Cash Jackson, Esq., of Becker & Poliakoff, (collectively "State Lobbyists"), and
21 Maurice J. Kurland of Alcalde & Fay, LTD ("Federal Lobbyist") respectively, for the purpose of
22 advocating, promoting and achieving the City's Legislative Priorities at the 2025 Florida

1 Legislative Session and the 119th Session of the United States Congress, as well as before the
2 Governor and Executive Branch of the State of Florida and the President and Executive Branch of
3 the United States to the fullest extent possible and appropriate.

4 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
5 Manager, is hereby instructed to provide copies of this Resolution to the State Lobbyists, Federal
6 Lobbyist, the National League of Cities, the Florida League of Cities, the Broward County League
7 of Cities, the Broward County Legislative Delegation, the Broward County Board of County
8 Commissioners, and such other persons or entities as may effectuate the intent of this
9 Resolution.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 25, 2025.


VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:


VENICE HOWARD, MMC, CITY CLERK



Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:


Sidney C. Calloway, City Attorney

Sponsored by: Peggy Castaño, Assistant City Manager

APPROVED

VOTE:

Mayor Veronica Edwards Phillips	☒ (For)	☐ (Against)	☐ (Other)
Vice-Mayor Tycie Causwell	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Easton Harrison	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Karlene Maxwell-Williams	☒ (For)	☐ (Against)	☐ (Other)
Commissioner Sharon Thomas	☒ (For)	☐ (Against)	☐ (Other)

Priority Projects for funding Consideration 2025

WATER PRIORITY PROJECTS	TOTAL PROJECT COST	FUNDING REQUEST
Canal 3A Stormwater Conveyance and Water Quality Improvement Project	\$2,000,000.00	\$1,000,000
PRIORITY PROJECTS	TOTAL PROJECT COST	FUNDING REQUEST
Lauderdale Lakes Drainage Improvements Project	\$3,000,000	\$1,500,000
Lauderdale Lakes Alzheimer's Care Center/ Senior Service Expansion	\$502,000	\$251,000

Topics of Interest or Concern:

- Electrification of Vehicle Fleet and Infrastructure
- Condominiums Assessments (HOA Accountability)
- Live Local Act
- Homelessness
- Municipal Complex Funding
- Veterans
- Gun Laws

Funding Request Total
\$2,751,000



Canal 3A Stormwater Conveyance and Water Quality Improvement Project



PROJECT DESCRIPTION:

The City of Lauderdale Lakes is undertaking the Canal 3A Stormwater Conveyance and Water Quality Improvement Project to revitalize its canal network. The existing canals feature a mix of seawall systems in varying states of disrepair, raising concerns about land-based discharges, pollutants, erosion, and other issues that could negatively affect over 15,000 properties. This rehabilitation project aims to repair, restore, and protect the canal network, addressing potential environmental and infrastructure challenges to ensure the long-term sustainability and health of Lauderdale Lakes' water systems. By investing in this crucial project, the city is demonstrating its commitment to safeguarding its resources and providing a secure, resilient environment for residents and businesses alike.

BACKGROUND:

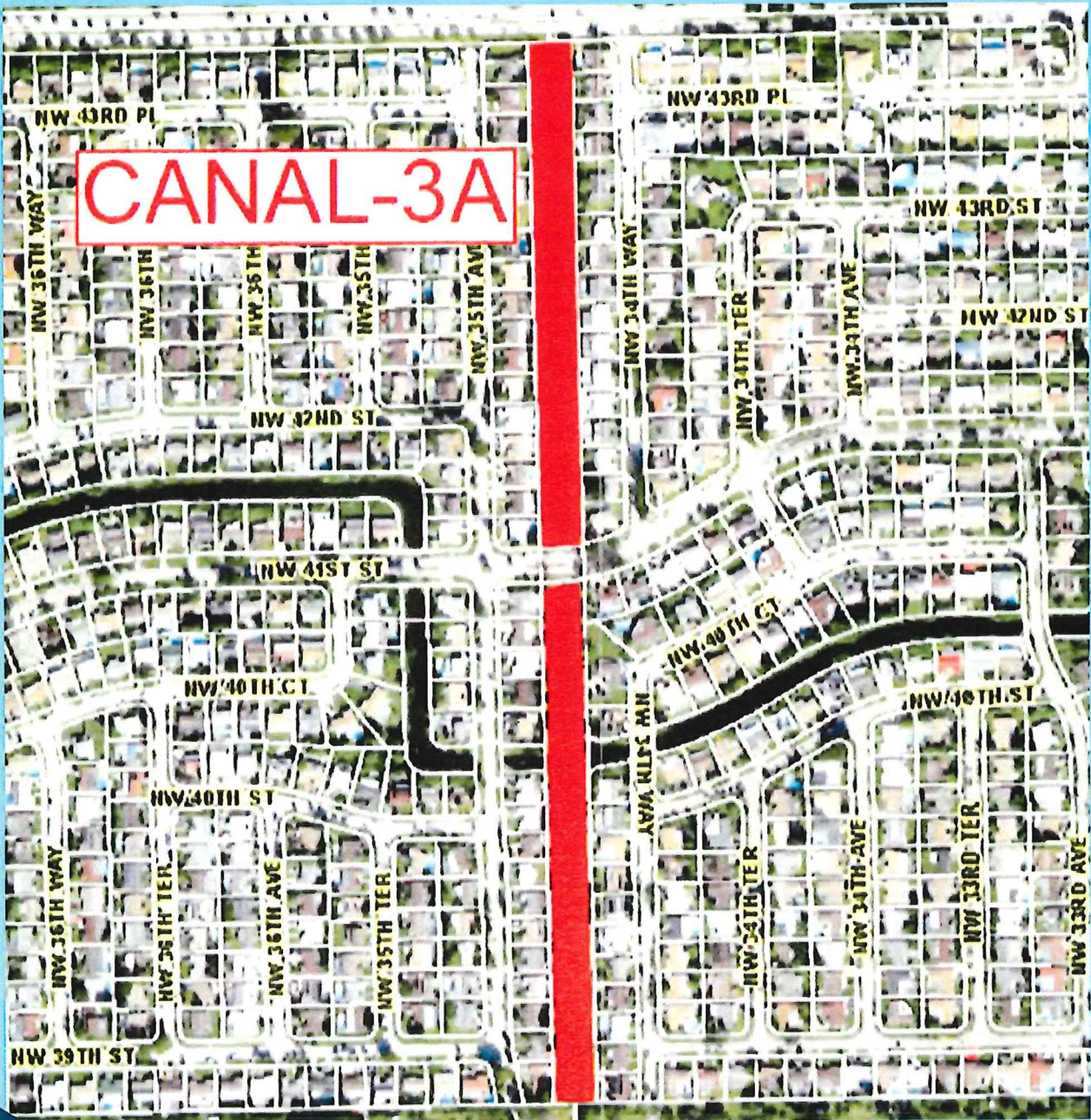
Lauderdale Lakes owns and maintains approximately 11 miles of canals that serve as essential networks to the South Florida Water Management District C-13 Canal.

In 2015, The City inspected and evaluated the areas identified requiring improvements. The citywide inspection encompassed an evaluation of the canal bank steepness (above and below the water level). The assessment captures the top of the bank's uniformity, the apparent degree to which the canal has been maintained, along with the proximity of structures to the top of the canal bank. The inspection revealed that portions of the canal banks presented heavily overgrown vegetation. Canal bank slopes were close to vertical. Slope failures existed in some areas. Some of the retaining walls experienced signs of failure (i.e., cracking, sagging, and rotation).

Furthermore, structures like docks, fences, brick walls, and seawalls were collapsing. Several canal slopes evaluated have a Factor of Safety (FS) value less than 1.0, which indicates a potential slope failure. In some cases, there was no secondary reinforcement of soils afforded by vegetation root systems. In other cases, there was no cohesion of the limestone formation.

The City of Lauderdale Lakes is committed to the rehabilitation of Canal 3A Stormwater Conveyance and Water Quality Improvement Project. Despite our dedication, the city faces financial constraints, preventing us from completing the project without external assistance. Each year, we allocate a portion of our budget towards this essential initiative, allowing us to make progress in phases.

TOTAL PROJECT COST:	\$2,000,000	\$1,000,000
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BEFORE
AND
AFTER



EXISTING CONDITIONS



*Our City
at Work!*



Lauderdale Lakes Drainage Improvements Project



PROJECT DESCRIPTION:

The Citywide Drainage Project in Lauderdale Lakes is a crucial initiative that aims to address the deteriorating condition of the canal-to-canal connecting culverts. The city owns and maintains approximately 11 miles of canals that serve as essential networks connected to the South Florida Water Management District C-13 Canal. These canals play a vital role in maintaining hydraulic balance within the network. However, many of these culverts are in disrepair, with a significant portion being undersized, leading to the urgent need for replacement, repair, and upgrades. By addressing these issues, the project seeks to ensure steady stormwater conveyance and enhance discharge into the primary canal owned by the South Florida Water Management District. This will help prevent potential backwater flow, localized groundwater fluctuations, and flooding, ultimately contributing to improved water quality and public safety for Lauderdale Lakes residents. Investing in the Citywide Drainage Project is vital for safeguarding the community and preserving the city's valuable resources. This initiative aligns with the goals of various environmental improvement projects and demonstrates Lauderdale Lakes' commitment to responsible infrastructure management and sustainable development.

BACKGROUND:

There are approximately 40 (forty) primary stormwater drainage culverts and 5 (five) bridges within the City that allow for vehicular and pedestrian traffic to traverse the primary canals and convey stormwater runoff and recharge flows to South Florida Water Management District Canals C-12 and C-13. During significant rainfall events, excess stormwater runoff within the City is conveyed to the City's 11-mile canal network via the City's secondary drainage system that is comprised of swales, ditches, catch basins, inlets and culvert pipe outfalls.

The rehabilitation of the culverts will improve the conveyance of the existing canal structures. The existing canal system has been determined to be ineffective at providing drainage for today's conditions and well below the level needed to meet future needs. The implementation of the project will allow the canals to function more effectively and protect the upland areas of the project area. This includes roadways, open space, commercial areas, and residential neighborhoods. The increase in drainage capacity and rate conveyance for the canal system will lead to more surface water being conveyed away from the upland areas through the improved drainage canals and out to the regional facilities. The increase in the amount of water combined with the reduction in time needed to move the runoff from the upland areas will significantly reduce potential damage to infrastructure and private properties worth conservatively hundreds of millions of dollars. The project will provide this enhanced level of protection for a long time useful life.

TOTAL PROJECT COST:

\$3,000,000

\$2,000,000



Lauderdale Lakes Alzheimer's Care Center/ Senior Service Expansion



PROJECT DESCRIPTION:

The Alzheimer Care Center Service Expansion project is a significant undertaking aimed at improving the quality of life for individuals experiencing the early signs of dementia and advancement of Alzheimer's Disease. With a focus on expanding services to accommodate an additional 100 clients, this initiative will bring much-needed support to those in need and help address the growing demand for specialized care.

The project's operational phase will concentrate on implementing and sustaining various essential services to enhance the lives of individuals living with early-onset Alzheimer's Disease.

Key aspects of the service expansion include:

1. **Support Coordination:** A comprehensive support network will be established to ensure that each individual receives the care and attention they require. This will involve working closely with patients, families, and healthcare professionals to develop personalized care plans that address the unique needs of each client.
2. **Extensive Therapy:** Various therapeutic interventions will be made available, including cognitive and behavioral therapies, to help individuals manage the symptoms of early-onset Alzheimer's Disease. These evidence-based therapies will be provided by experienced professionals who understand the specific challenges associated with the condition.
3. **Age-Appropriate Activities:** The Alzheimer Care Center will introduce a range of activities tailored to the age and needs of each client. These activities will promote social interaction, mental stimulation, and physical well-being, ultimately contributing to an improved quality of life.

BACKGROUND:

The City of Lauderdale Lakes has long been dedicated to fostering a supportive environment within the Lauderdale Lakes Alzheimer's Care Center. As one of the few municipal facilities in Florida providing essential Day Care services for individuals living with Alzheimer's Disease and related disorders, our commitment to meeting the needs of this vulnerable population is unwavering.

Recognizing that nearly 15% of those who develop Early Onset Alzheimer's Disease are under the age of 65, it is crucial that our services cater to a diverse range of individuals in our region. Providing adequate care is vital for the overall health and well-being of our clientele, regardless of their age.

Our mission is to ensure that every person affected by these conditions receives the care and attention they deserve. By securing the necessary funding, we can continue to make a positive impact on the lives of those who rely on the Lauderdale Lakes Alzheimer's Care Center for essential support and compassionate care.

TOTAL PROJECT COST:	\$502,000	\$251,000
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LAUDERDALE LAKES
WE CARE



CITY OF LAUDERDALE LAKES

LOBBYIST UNDERTAKING

THIS AGREEMENT is made as of the 9th of December 2008, by and between CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY") and RONALD L. BOOK, P.A. ("PROVIDER"),

WITNESSETH:

WHEREAS, CITY and PROVIDER entered into an agreement for legislative and related lobbyist services, and

WHEREAS, PROVIDER has carried out such undertaking to the benefit of CITY, and

WHEREAS, PROVIDER provides local and state lobbying services, and

WHEREAS, CITY may appoint others to provide similar services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RETAINER:** CITY hereby retains PROVIDER, and PROVIDER hereby accepts the retainer from CITY to perform the services as set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated herein.

2. **KEY PERSONNEL:** PROVIDER has represented to CITY that CITY will have Ronald L. Book, principal of PROVIDER's services, in the performance of PROVIDER's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement. This individual will not be removed from the Lauderdale Lakes account without notice to the CITY.

3. **REMUNERATION; REIMBURSEMENT:** In consideration of the services to be provided hereunder, PROVIDER will be entitled to the following remuneration and reimbursements:

a. An annual retainer of \$60,000.00 payable in 12 equal installments, on a monthly basis of \$5,000 per month, in arrears upon presentation of an invoice outlining services rendered during the preceding month.

4. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of PROVIDER's efforts.

5. **TERM:** The term of this undertaking shall be deemed to have commenced on January 1, 2009, and shall terminate upon fifteen (15) day notice by either party with or without cause, subject to the provisions of paragraph 5 hereof.

6. **TERMINATION:** This undertaking may be terminated by CITY, with or without cause, upon fifteen (15) days notice to PROVIDER. If PROVIDER is not in breach hereof, PROVIDER shall be paid for services rendered to CITY through the date of termination, with fees pro-rated on a thirty (30) day month basis for that portion of the month for which PROVIDER has provided services. Upon receipt of a termination notice from CITY, PROVIDER shall:

a. Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.

b. Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

PROVIDER may terminate this undertaking upon fifteen (15) days prior written notice to CITY in the event of a substantial failure of CITY. Upon actual termination from PROVIDER shall:

a. Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.

b. Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

6. **INSURANCE:** PROVIDER shall maintain during the term hereof, comprehensive automobile liability insurance in the minimum amount of one million (\$1,000,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect PROVIDER and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by PROVIDER or anyone directly or indirectly employed by PROVIDER. As well, PROVIDER shall maintain, during the term hereof, comprehensive general liability insurance in the amount of one million (\$1,000,000.00) dollars per occurrence, to protect PROVIDER and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages

which may arise from any operations in connection herewith, whether such operations be by PROVIDER or by anyone directly employed by or contracting with PROVIDER. All insurance required hereunder, to be maintained by PROVIDER shall specifically include CITY as additional insured and shall unequivocally provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

7. **INDEMNIFICATION:** PROVIDER shall indemnify CITY for and hold CITY harmless from any and all liabilities, damages, losses, claims and costs, including reasonable attorneys fees, as a result of any claimed or proven negligence, recklessness or intentionally wrongful conduct of PROVIDER or by other persons employed or utilized by PROVIDER in the performance of this Contract. The parties agree that one (1%) percent of the total compensation paid to PROVIDER for the performance of the undertaking herein shall represent the specific consideration for PROVIDER's indemnification of CITY, it being the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes, Section 725.06. The provisions hereon shall run in favor of CITY's employees, representatives and elected officials.

8. **REMEDIES; ALTERNATIVE REMEDIES:** No remedy herein provided or conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or future exercise thereof.

9. **NON-DISCRIMINATION:** PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, disability, gender, age, national origin, ancestry, marital status or sexual orientation.

10. **AUTHORITY TO PRACTICE:** PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses, registrations and approvals required to conduct its business and the undertakings herein contemplated and it will at all times conduct its business activities in a reputable manner. Proof of such licensure, registration or approval shall be submitted to CITY representatives on an annual basis.

11. **MODIFICATIONS OF WORK:** CITY reserves the right to make changes in the Scope of Work, as identified in Exhibit A hereof, including alterations, reductions therein or additions thereto and to change the focus of PROVIDERS services with respect to such Scope of Work. All changes in the Scope of Work shall be provided to PROVIDER, in writing.

12. **JOINT PREPARATION:** The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than against the other party. It is the intention of the parties that this Agreement be construed liberally to achieve its intent.

13. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against PROVIDER all costs, expenses and attorney's fees incurred by CITY in

such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

14. **WAIVER**: No waiver by CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PROVIDER of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by PROVIDER requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of PROVIDER, whether or not similar to the act so consented to or approved.

15. **NON-ASSIGNABILITY**: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

16. **NOTICE**: The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed:

City of Lauderdale Lakes
4300 N. W. 36th Street
Lauderdale Lakes, Florida 33319-5599
Attn: City Manager

Ronald L. Book, P.A.
Concord Center 2
2999 191st Street Penthouse 6
Aventura, FL 33180
Attn: Ronald L. Book

17. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

18. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

19. **SEVERABILITY**: Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

20. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

21. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

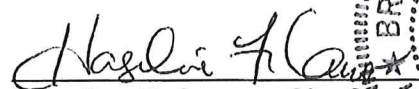
22. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Agreement be construed liberally to achieve its intent.

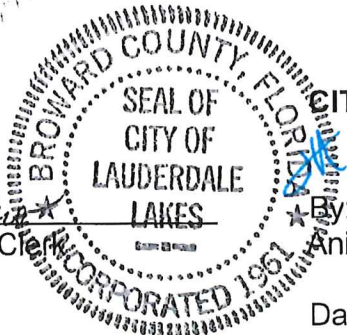
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

24. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:


Hazeline F. Carson, City Clerk



CITY OF LAUDERDALE LAKES

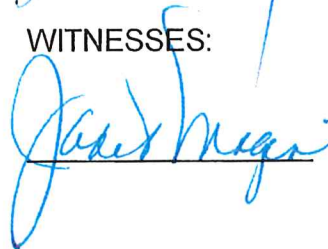

By: Anita Fain Taylor, City Manager

Dated: 12/16/08

APPROVED AS TO FORM


City Attorney Representative 12/09/08

WITNESSES:



RONALD L. BOOK, P.A.

Signature: 

Print Name: Ronald Book

Title: President

Dated: 12/16/08

Exhibit "A"

SCOPE OF WORK

Purpose:

Given the many legislative issues currently impacting Lauderdale Lakes, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the Broward County and State executive and legislative levels. Additionally, the lobbyist is to serve as an information provider and PROVIDER to CITY regarding legislative and related administrative process issues at the state level of government.

PROVIDER will be responsible to serve in a consulting and advisory capacity to the CITY for all issues proposed or pending before the Florida Senate, Florida House of Representatives, Florida Administrative agencies, Broward County Board of County Commissioners, Broward Legislative Delegation, Broward County governmental agencies, and before the Governor and Cabinet of the State of Florida. This will include, but is not limited to, issues in regular sessions, special sessions, sub-committees and committees and other public meetings as appropriate.

Levels of Activity

The specific assignments involve five levels of PROVIDER activity which are defined below:

- Monitors: Systematically tracks executive, legislative and administrative activity regarding issues of interest to the CITY.
- Informant: Obtains information on issues of interest to CITY, as requested by CITY which is available to the lobbyist and reports this information to the City Manager and Mayor and City Commission as above outlined and at times as needed.
- Educator: Makes specific recommendations to the City Manager, Mayor and City Commission regarding executive, legislative and administrative responses to federal legislative and administrative activity.
- Supporter: Communicates with coalitions of cities, county and other special-interest groups in order to enhance the probability of CITY accomplishing its objectives.
- Advocate: Creates and implements a strategy to promote and accomplish CITY's objectives.

Scope of Services:

General Responsibilities

Working in consultation with the City Manager and/or designee, the following are areas of general responsibility for the state lobbyist:

1. Contact and communicate with agencies and officers of state government as directed by the City Manager and/or designee.
2. Establish and maintain liaisons with state and local agencies, officers and elected officials.
3. Obtain and provide information and data relating to matters concerning the interests of CITY.
4. Monitor rule-making processes by state agencies (whether pending, introduced or initiated during the term of this Agreement), which impact the City operations, revenues, and/or required expenditures, as discovered or as directed by the City Manager and/or designee.
5. Act as an official representative of CITY with members of the state legislative delegation, governmental agencies, and persons involved in governmental affairs affecting CITY, when and as designated and authorized by the City Manager and/or designee.
6. Arrange meetings with State Legislators and the Governor for City Officials when necessary, and be prepared to participate in such meetings as required.
7. Lobby on behalf of the CITY on sponsored legislation and on specific bills and issues as directed by the City Manager and/or designee.
8. Submit written monthly reports to the City Manager and/or designee no later than the 7th day of each month. Such reports shall reflect all progress and setbacks related to the objectives outlined in the City's Legislative Agenda, adopted by CITY from time to time. The report shall include a breakdown on accomplishments and activities at the state executive level, state legislative level and county level.
9. Appear before the City Commission to provide a written report and oral presentation on County and State legislative accomplishments and activities at least once a quarter. Such appearance shall be at the first regularly scheduled Commission Workshop subsequent to the end of the prior fiscal quarter. These timeframes are tentatively: January, April, July, and October of each year.
10. Provide specific recommendations on legislative, appropriation and administrative actions at the state executive level, state legislative level, and county level.

Current Interests:

PROVIDER will exercise particular diligence in the areas of concern as directed by City Manager and/or designee. Current areas of interest include:

1. Promotion of CITY legislative interests at the state executive, state legislative and county levels.
2. Preparation and submission of City's Community Budget Issue Request System (CBIRS) for priority City projects at the state executive and legislative levels.
3. Promotion of redevelopment partnerships and financial incentives to attract and retain desired businesses.
4. Promotion of policies consistent with CITY's interest in preserving the dedicated documentary stamp fees as a funding source for the state and local Government Housing Trust Fund (i.e. Sadowski Trust Fund).
5. Protection of CITY revenues, including the elimination of unfunded mandates and any taxing authority restructuring which would in any way negatively impact CITY's ability to provide essential governmental services and programs.
6. Promotion of improved state roadway maintenance and aesthetic improvement, particularly along the State Road 7 and Oakland Park Boulevard corridors.
7. Promotion of a Florida Turnpike Interchange at Oakland Park Boulevard.
8. Promotion of positions consistent with those expressed in CITY's Annual Legislative Agenda and related Community Budget Issue Requests.
9. Procurement of grants or other financial assistance from State of Florida Agencies to complete priority City Projects in the areas of stormwater drainage and canal system improvements, hazard mitigation projects, recreation projects, Social Services/Alzheimer Care Programs and other infrastructure projects.

Limitations:

Nothing herein contained or which will be contained in any undertaking shall be deemed to be or shall constitute authority in the PROVIDER to bind CITY to any undertaking.



CITY OF LAUDERDALE LAKES

LOBBYIST UNDERTAKING

THIS AGREEMENT is made as of the 9th of December 2008, by and between CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY") and BECKER & POLIAKOFF, P.A. ("PROVIDER"),

WITNESSETH:

WHEREAS, CITY and PROVIDER entered into an agreement for legislative and related lobbyist services, and

WHEREAS, PROVIDER has carried out such undertaking to the benefit of CITY, and

WHEREAS, CITY and PROVIDER provide local and state lobbying services, and

WHEREAS, CITY may appoint others to provide similar services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RETAINER:** CITY hereby retains PROVIDER, and PROVIDER hereby accepts the retainer from CITY to perform the services as set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated herein.

2. **KEY PERSONNEL:** PROVIDER has represented to CITY that CITY will have Yolanda Cash Jackson, principal of PROVIDER's services, in the performance of PROVIDER's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement. These individuals will not be removed from the Lauderdale Lakes account without notice to the CITY.

3. **REMUNERATION; REIMBURSEMENT:** In consideration of the services to be provided hereunder, PROVIDER will be entitled to the following remuneration and reimbursements:

a. An annual retainer of \$60,000.00 payable in 12 equal installments, on a monthly basis of \$5,000 per month, in arrears upon presentation of an invoice outlining services rendered during the preceding month.

4. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of PROVIDER's efforts.

5. **TERM:** The term of this undertaking shall be deemed to have commenced on January 1, 2009, and shall terminate upon fifteen (15) day notice by either party with or without cause, subject to the provisions of paragraph 5 hereof.

6. **TERMINATION:** This undertaking may be terminated by CITY, with or without cause, upon fifteen (15) days notice to PROVIDER. If PROVIDER is not in breach hereof, PROVIDER shall be paid for services rendered to CITY through the date of termination, with fees pro-rated on a thirty (30) day month basis for that portion of the month for which PROVIDER has provided services. Upon receipt of a termination notice from CITY, PROVIDER shall:

a. Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.

b. Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

PROVIDER may terminate this undertaking upon fifteen (15) days prior written notice to CITY in the event of a substantial failure of CITY. Upon actual termination from PROVIDER shall:

a. Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.

b. Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

6. **INSURANCE:** PROVIDER shall maintain during the term hereof, comprehensive automobile liability insurance in the minimum amount of one million (\$1,000,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect PROVIDER and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by PROVIDER or anyone directly or indirectly employed by PROVIDER. As well, PROVIDER shall maintain, during the term hereof, comprehensive general liability insurance in the amount of one million (\$1,000,000.00) dollars per occurrence, to protect PROVIDER and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages

which may arise from any operations in connection herewith, whether such operations be by PROVIDER or by anyone directly employed by or contracting with PROVIDER. All insurance required hereunder, to be maintained by PROVIDER shall specifically include CITY as additional insured and shall unequivocally provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

7. **INDEMNIFICATION:** PROVIDER shall indemnify CITY for and hold CITY harmless from any and all liabilities, damages, losses, claims and costs, including reasonable attorneys fees, as a result of any claimed or proven negligence, recklessness or intentionally wrongful conduct of PROVIDER or by other persons employed or utilized by PROVIDER in the performance of this Contract. The parties agree that one (1%) percent of the total compensation paid to PROVIDER for the performance of the undertaking herein shall represent the specific consideration for PROVIDER's indemnification of CITY, it being the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes, Section 725.06. The provisions hereon shall run in favor of CITY's employees, representatives and elected officials.

8. **REMEDIES; ALTERNATIVE REMEDIES:** No remedy herein provided or conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or future exercise thereof.

9. **NON-DISCRIMINATION:** PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, disability, gender, age, national origin, ancestry, marital status or sexual orientation.

10. **AUTHORITY TO PRACTICE:** PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses, registrations and approvals required to conduct its business and the undertakings herein contemplated and it will at all times conduct its business activities in a reputable manner. Proof of such licensure, registration or approval shall be submitted to CITY representatives on an annual basis.

11. **MODIFICATIONS OF WORK:** CITY reserves the right to make changes in the Scope of Work, as identified in Exhibit A hereof, including alterations, reductions therein or additions thereto and to change the focus of PROVIDERS services with respect to such Scope of Work. All changes in the Scope of Work shall be provided to PROVIDER, in writing.

12. **JOINT PREPARATION:** The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than against the other party. It is the intention of the parties that this Agreement be construed liberally to achieve its intent.

13. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against PROVIDER all costs, expenses and attorney's fees incurred by CITY in

such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

14. **WAIVER**: No waiver by CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PROVIDER of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by PROVIDER requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of PROVIDER, whether or not similar to the act so consented to or approved.

15. **NON-ASSIGNABILITY**: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

16. **NOTICE**: The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed:

City of Lauderdale Lakes
4300 N. W. 36th Street
Lauderdale Lakes, Florida 33319-5599
Attn: City Manager

Becker & Poliakoff, P.A.
3111 Sterling Road
PO Box 9057
Fort Lauderdale, FL 33310-9057
Attn: Yolanda Cash Jackson

17. **BINDING EFFECT**: All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

18. **CONSTRUCTION**: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

19. **SEVERABILITY**: Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

20. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

21. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

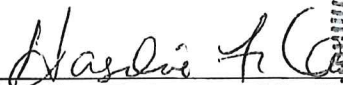
22. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Agreement be construed liberally to achieve its intent.

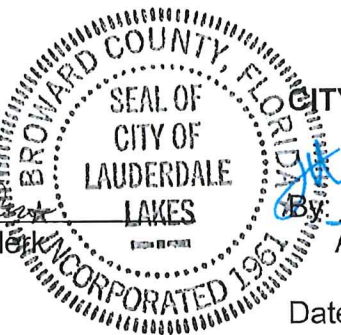
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

24. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

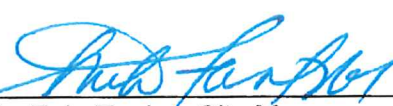
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:


Hazeline F. Carson, City Clerk



CITY OF LAUDERDALE LAKES

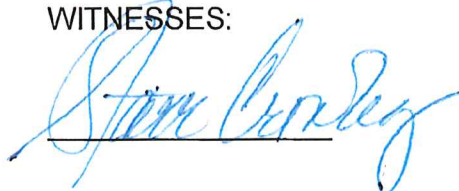
By: 
Anita Fain Taylor, City Manager

Dated: 12/16/08

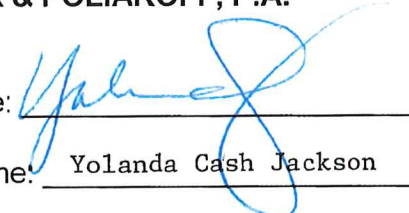
APPROVED AS TO FORM


City Attorney Representative 12/09/08

WITNESSES:



BECKER & POLIAKOFF, P.A.

Signature: 

Print Name: Yolanda Cash Jackson

Title: Shareholder

Dated: 1/15/09

Exhibit "A"

SCOPE OF WORK

Purpose:

Given the many legislative issues currently impacting Lauderdale Lakes, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the Broward County and State executive and legislative levels. Additionally, the lobbyist is to serve as an information provider and PROVIDER to CITY regarding legislative and related administrative process issues at the state level of government.

PROVIDER will be responsible to serve in a consulting and advisory capacity to the CITY for all issues proposed or pending before the Florida Senate, Florida House of Representatives, Florida Administrative agencies, Broward County Board of County Commissioners, Broward Legislative Delegation, Broward County governmental agencies, and before the Governor and Cabinet of the State of Florida. This will include, but is not limited to, issues in regular sessions, special sessions, sub-committees and committees and other public meetings as appropriate.

Levels of Activity

The specific assignments involve five levels of PROVIDER activity which are defined below:

- Monitors: Systematically tracks executive, legislative and administrative activity regarding issues of interest to the CITY.
- Informant: Obtains information on issues of interest to CITY, as requested by CITY which is available to the lobbyist and reports this information to the City Manager and Mayor and City Commission as above outlined and at times as needed.
- Educator: Makes specific recommendations to the City Manager, Mayor and City Commission regarding executive, legislative and administrative responses to federal legislative and administrative activity.
- Supporter: Communicates with coalitions of cities, county and other special-interest groups in order to enhance the probability of CITY accomplishing its objectives.
- Advocate: Creates and implements a strategy to promote and accomplish CITY's objectives.

Scope of Services:

General Responsibilities

Working in consultation with the City Manager and/or designee, the following are areas of general responsibility for the state lobbyist:

1. Contact and communicate with agencies and officers of state government as directed by the City Manager and/or designee.
2. Establish and maintain liaisons with state and local agencies, officers and elected officials.
3. Obtain and provide information and data relating to matters concerning the interests of CITY.
4. Monitor rule-making processes by state agencies (whether pending, introduced or initiated during the term of this Agreement), which impact the City operations, revenues, and/or required expenditures, as discovered or as directed by the City Manager and/or designee.
5. Act as an official representative of CITY with members of the state legislative delegation, governmental agencies, and persons involved in governmental affairs affecting CITY, when and as designated and authorized by the City Manager and/or designee.
6. Arrange meetings with State Legislators and the Governor for City Officials when necessary, and be prepared to participate in such meetings as required.
7. Lobby on behalf of the CITY on sponsored legislation and on specific bills and issues as directed by the City Manager and/or designee.
8. Submit written monthly reports to the City Manager and/or designee no later than the 7th day of each month. Such reports shall reflect all progress and setbacks related to the objectives outlined in the City's Legislative Agenda, adopted by CITY from time to time. The report shall include a breakdown on accomplishments and activities at the state executive level, state legislative level and county level.
9. Appear before the City Commission to provide a written report and oral presentation on County and State legislative accomplishments and activities at least once a quarter. Such appearance shall be at the first regularly scheduled Commission Workshop subsequent to the end of the prior fiscal quarter. These timeframes are tentatively: January, April, July, and October of each year.
10. Provide specific recommendations on legislative, appropriation and administrative actions at the state executive level, state legislative level, and county level.

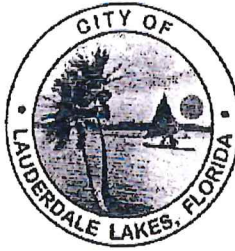
Current Interests:

PROVIDER will exercise particular diligence in the areas of concern as directed by City Manager and/or designee. Current areas of interest include:

1. Promotion of CITY legislative interests at the state executive, state legislative and county levels.
2. Preparation and submission of City's Community Budget Issue Request System (CBIRS) for priority City projects at the state executive and legislative levels.
3. Promotion of redevelopment partnerships and financial incentives to attract and retain desired businesses.
4. Promotion of policies consistent with CITY's interest in preserving the dedicated documentary stamp fees as a funding source for the state and local Government Housing Trust Fund (i.e. Sadowski Trust Fund).
5. Protection of CITY revenues, including the elimination of unfunded mandates and any taxing authority restructuring which would in any way negatively impact CITY's ability to provide essential governmental services and programs.
6. Promotion of improved state roadway maintenance and aesthetic improvement, particularly along the State Road 7 and Oakland Park Boulevard corridors.
7. Promotion of a Florida Turnpike Interchange at Oakland Park Boulevard.
8. Promotion of positions consistent with those expressed in CITY's Annual Legislative Agenda and related Community Budget Issue Requests.
9. Procurement of grants or other financial assistance from State of Florida Agencies to complete priority City Projects in the areas of stormwater drainage and canal system improvements, hazard mitigation projects, recreation projects, Social Services/Alzheimer Care Programs and other infrastructure projects.

Limitations:

Nothing herein contained or which will be contained in any undertaking shall be deemed to be or shall constitute authority in the PROVIDER to bind CITY to any undertaking.



CITY OF LAUDERDALE LAKES

LOBBYIST UNDERTAKING

THIS AGREEMENT is made as of the 18 of January, 2006, by and between CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY") and ALCALDE & FAY, ("PROVIDER"),

WITNESSETH:

WHEREAS, CITY published a Request for Proposals for legislative and related lobbyist services at the federal level, and

WHEREAS, PROVIDER responded to the Request for Proposal and such response is hereby made a part hereof, and

WHEREAS, CITY Commission has determined that PROVIDER, in light of its response to the Request for Proposal and in light of information disclosed by PROVIDER at the applicable interviews, is qualified to provide the required services for the benefit of CITY, and

WHEREAS, CITY may appoint others to provide similar services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RETAINER:** CITY hereby retains PROVIDER, and PROVIDER hereby accepts the retainer from CITY, to perform the services as set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated herein.
2. **KEY PERSONNEL:** PROVIDER has represented to CITY that CITY will have Skip Bafalis and Jim Davenport, principals of PROVIDER's services, in the performance of PROVIDER's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement. These individuals will not be removed from the Lauderdale Lakes account without notice to the CITY.
3. **REMUNERATION:** In consideration of the services to be provided hereunder, PROVIDER will be entitled to the following remuneration for services and reimbursements for actual expenses:

a. Remuneration for Services. An annual retainer of \$60,000, payable in 12 equal installments, on a monthly basis \$5,000 per month, in arrears, upon presentation of an invoice outlining services rendered during the preceding month.

b. Reimbursement for Expenses. The City shall reimburse the PROVIDER for reasonable out of pocket expenses incurred in connection with the PROVIDER'S work at actual cost. The total cost shall not to exceed \$1,200 on an annual basis or \$100 per month. Expenses that are to be reimbursed include but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be payable on a monthly basis upon presentation of an invoice with substantiation of the expense. All travel expenses will be incurred only following written approval by the City Manager.

c. Prompt Payment. Payments shall be processed in accordance with the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

d. Limitation. Federal funds may not be used to pay PROVIDER's fees or expenses.

4. **POTENTIAL CONFLICTS OF INTEREST:** The CITY acknowledges potential conflicts of interest which may exist now or in the future between the CITY and other clients of the PROVIDER (particularly if the CITY is competing with other of the PROVIDER's clients for funding of public projects). PROVIDER agrees that it will exercise its best efforts to ensure that these conflicts are kept to a minimum, and that it will keep secret from its other clients confidential information which the CITY gives it, or which it learns from the CITY, pertaining to any matter. The CITY shall be advised of occasion where the PROVIDER has conflicts in assisting the CITY and assisting PROVIDER's other clients. The City Manager will have the authority to waive any specific conflicts that may arise, which waiver will not be unreasonably withheld. In the event a conflict of interest arises which the CITY does not waive and which cannot be resolved, the PROVIDER may withdraw from performing the assigned task, after giving notice, without such withdrawal being a breach or default of this Agreement; provided however, that prior to such withdrawal the PROVIDER will see to protect the CITY's interests so that the CITY will not be inconvenienced or prejudiced solely as a result of the timing of PROVIDER's withdrawal.

5. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of PROVIDER's efforts. The PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for the PROVIDER, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

6. **ETHICS; MATERIAL INTERESTS:** PROVIDER warrants that no elected official, officer, agent or employee of the CITY has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee

who acts in the City of Lauderdale Lakes as a "purchasing agent" as defined by Sec. 112.312(20), Florida Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the PROVIDER, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a "material interest" in the PROVIDER. "Material interest" means direct or indirect ownership of any of the assets or capital stock of the PROVIDER.

7. **STANDARD OF CARE:** PROVIDER shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances.

8. **TERM:** The term of this undertaking shall be deemed to commence on February 1, 2006, and shall terminate upon fifteen (15) days notice by either party with or without cause, subject to the provisions of paragraph 5 hereof.

9. **TERMINATION:** This undertaking may be terminated by CITY, with or without cause, upon fifteen (15) days notice to PROVIDER. If PROVIDER is not in breach hereof, PROVIDER shall be paid for services rendered to CITY through the date of termination, with fees pro-rated on a thirty (30) day month basis for that portion of the month for which PROVIDER has provided services. Upon receipt of a termination notice from CITY, PROVIDER shall:

a. Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantial detrimental impact on CITY.

b. Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

PROVIDER may terminate this undertaking upon ^{FIFTEEN DAYS} ~~ninety~~ (15) days prior written notice to CITY in the event of a substantial failure of CITY. Upon actual termination PROVIDER shall:

a. Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantial detrimental impact on CITY.

b. Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

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

11. **INSURANCE:** PROVIDER shall maintain during the term hereof, comprehensive automobile liability insurance in the minimum amount of one million (\$1,000,000.00) dollars, combined single-limit for bodily injury and property damage liability, on an occurrence basis, to protect PROVIDER and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by PROVIDER or anyone directly or indirectly employed by PROVIDER. As well, PROVIDER shall maintain, during the term hereof, comprehensive general liability insurance in the amount of one million (\$1,000,000.00) dollars per occurrence, to protect PROVIDER and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages which may arise from any operations in connection herewith, whether such operations be by PROVIDER or by anyone directly employed by or contracting with PROVIDER. All insurance required hereunder to be maintained by PROVIDER shall be subject to the CITY's reasonable approval as to ratings of the insurer, and such policies, as evidenced by a certificate thereof, shall specifically include CITY as additional insured and shall unequivocally provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

12. **INDEMNIFICATION:** PROVIDER shall indemnify CITY for and hold CITY harmless from any and all liabilities, damages, losses, claims and costs, including reasonable attorneys fees, as a result of any claimed or proven negligence, recklessness or intentionally wrongful conduct of PROVIDER or by other persons employed or utilized by PROVIDER in the performance of this Agreement. The parties agree that one (1%) percent of the total compensation paid to PROVIDER for the performance of the undertaking herein shall represent the specific consideration for PROVIDER'S indemnification of CITY, it being the specific intent of the parties hereto that the foregoing

indemnification complies with Florida Statutes, Section 725.06. The provisions hereon shall run in favor of CITY's employees, representatives and elected officials.

13. **NONDISCLOSURE OF PROPRIETARY INFORMATION:** PROVIDER shall consider all information provided by CITY and all reports, studies, calculations, and other documentation resulting from the PROVIDER's performance of the Services to be proprietary unless such information is available from public sources. PROVIDER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of CITY or in response to legal process.

14. **OWNERSHIP OF DOCUMENTS:** PROVIDER may be required to work in harmony with other consultant's relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY upon completion for its use and distribution, as may be deemed appropriate by the CITY.

15. **PUBLIC RECORD:** The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the PROVIDER related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the CITY or the PROVIDER. Such public records may not be destroyed without the specific written approval of the City Manager. Upon request by the CITY, the PROVIDER shall promptly supply copies of said public records to the CITY. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.

16. **UNCONTROLLABLE FORCES:**

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

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

17. **COMPLIANCE WITH LAWS:** In performance of the services, PROVIDER will comply with applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria and standards.

18. **REMEDIES; ALTERNATIVE REMEDIES:** No remedy herein provided or conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or future exercise thereof.

19. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:** During the performance of the Agreement, the PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The PROVIDER will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national origin or disability. Such actions must include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER shall agree to post in conspicuous places, available to employees and applicants or employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The PROVIDER further agrees that he/she will ensure that sub-providers, if any, will be made aware of and will comply with this non-discrimination clause.

20. **AUTHORITY TO PRACTICE:** PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses, registrations and approvals required to conduct its business and the undertakings herein contemplated and it will at all times conduct its business activities in a reputable manner. Proof of such licensure, registration or approval shall be submitted to CITY representatives on an annual basis.

21. **MODIFICATIONS OF WORK:** CITY reserves the right to make changes in the Scope of Work, as identified in Exhibit A hereof, including alterations, reductions therein or additions thereto and to change the focus of PROVIDER'S services with respect to such Scope of Work. All changes in the Scope of Work shall be provided to PROVIDER in writing.

22. **JOINT PREPARATION:** The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than against the other party. It is the intention of the parties that this Agreement be construed liberally to achieve its intent.

23. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against PROVIDER all costs, expenses and attorney's fees incurred by CITY in

such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

24. **WAIVER:** No waiver by CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PROVIDER of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by PROVIDER requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of PROVIDER, whether or not similar to the act so consented to or approved.

25. **NON-ASSIGNABILITY:** This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

26. **NON-EXCLUSIVITY:** This Agreement is non-exclusive such that the CITY may, without being in breach or default hereof, contract with other independent contractors to perform some or all of the tasks which could be provided by this PROVIDER.

27. **NOTICE:** The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed:-

City of Lauderdale Lakes
4300 N. W. 36th Street
Lauderdale Lakes, Florida 33319-5599
Attn: City Manager

Alcalde & Fay
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201
Attn: L.A. 'Skip' Bafalis

28. **BINDING EFFECT:** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

29. **CONSTRUCTION:** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida, and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida, including all original and appellate actions.

30. **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

31. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement, together with any exhibits, addenda or appendixes attached hereto or incorporated by reference herein, contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

32. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

33. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

34. **EXHIBITS ARE INCLUSIONARY:** All exhibits, appendixes or addenda attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

35. **SURVIVORSHIP:** The provisions of Paragraphs 11, 12, 13, 14, 15, 23 and this Paragraph 35 shall survive the termination hereof

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:

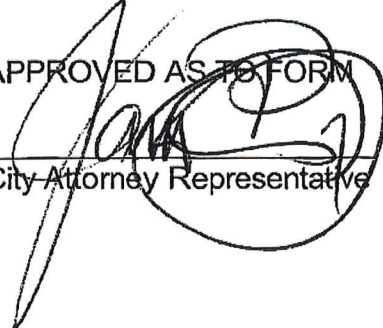
CITY OF LAUDERDALE LAKES


Hazeline F. Carson, City Clerk

By 
Anita Fain Taylor, City Manager

Dated: 2/8/06

APPROVED AS TO FORM


City Attorney Representative

WITNESSES:

James A. Fay

Alcalde & Fay

By: L.A. Skip Bafalis

Print Name: L.A. SKIP BAFALIS

Title: PARTNER

Dated: 1/31/06

SCOPE OF WORK

Purpose:

Given the many legislative issues currently impacting Lauderdale Lakes, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the Federal, County and State levels. Additionally, the lobbyist is to provide information to CITY regarding legislative and related administrative process issues at the federal level of government.

PROVIDER will be responsible to serve in a consulting and advisory capacity to the CITY for all issues proposed or pending before the President of the United States, the United States Senate, the United States House of Representatives, and federal administrative agencies. This will include, but is not limited to, issues in regular sessions, special sessions, sub committees and committees and other public meetings as appropriate.

Levels of Activity

The specific assignments involve five levels of PROVIDER activity which are defined below:

- Monitors: Systematically tracks executive, legislative and administrative activity regarding issues of interest to the CITY.
- Informant: Obtains information on issues of interest to CITY, as requested by CITY which is available to the lobbyist and reports this information to the City Manager and Mayor and City Commission as above outlined and at times as needed.
- Educator: Makes specific recommendations to the City Manager, Mayor and City Commission regarding executive, legislative and administrative responses to federal legislative and administrative activity.
- Supporter: Communicates with coalitions of cities, county and other special-interest groups in order to enhance the probability of CITY accomplishing its objectives.
- Advocate: Creates and implements a strategy to promote and accomplish CITY's objectives.

Scope of Services: General Responsibilities:

Working in consultation with the City Manager and/or her designee, the following are areas of general responsibility for the federal lobbyist:

1. Contact and communicate with agencies and officers of federal government as directed by the City Manager and/or designee.
2. Obtain and provide information and data relating to matters concerning the interests of CITY.
3. Monitor rule-making processes by federal agencies (whether pending, introduced or initiated during the term of this Agreement), which impact the operation, revenues, and/or required expenditures of CITY, as discovered or as directed by the City Manager.
4. Act as an official representative of CITY with members of the federal congressional delegation, governmental agencies, and persons involved in governmental affairs affecting CITY, when and as designated and authorized by the City Manager and/or designee.
5. Arrange meetings with legislators for City Commissioners and City staff when necessary, and be prepared to participate as required.
6. Lobby on behalf of the CITY on sponsored legislation and on specific bills and issues as directed by the City Manager and/or designee.
7. Submit written monthly reports to the City Manager no later than the 7th day of each month. Such reports shall reflect all progress and setbacks related to the objectives outlined in the Legislative Work Program, adopted by CITY from time to time.
8. Appear before the City Commission to report on legislative activity at least once a quarter. Such appearance shall be at the first regularly scheduled Commission Workshop subsequent to the end of the prior fiscal quarter. These dates are tentatively: January, April, July, and October of each year.
9. Provide specific recommendations on federal legislative, appropriation and administrative actions.
10. Identify and secure federal appropriations and earmarks for priority City projects, as outlined in the City's Annual Legislative Agenda and/or directed by the City Manager and/or designee.

File name: LobbyistContractFed-FinalAcade.doc

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

DISCUSSION REGARDING FY 2026 PROGRAM MODIFICATIONS
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Summary

This is a discussion on the proposed program modifications for FY 2026.

Staff Recommendation

Background:

During the preparation of the FY 2026 budget, proposed program modifications were presented to the City Commission for initial review and prioritization. In response, the Commission requested additional information to support decision-making. Due to the timing of this request and the need for further analysis, the proposed modifications were not included in the adopted FY 2026 budget.

Staff has completed the requested follow-up and is presenting the additional information to the Commission for final review and consideration. Based on the outcome of this discussion, a budget amendment will be required to incorporate any approved program modifications into the FY 2026 budget.

Staff is requesting that Commission review the updated program modification proposals and give direction on which items, if any, should be incorporated into the FY 2026 budget via amendment.

Funding Source:

General Fund

Building Fund

CRA

Fiscal Impact:

A budget amendment would be required from General Fund and Building Fund to include any approved positions and programs.

Sponsor Name/Department: Sharon Haynes, Financial Services Department

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
 FY 2026 Program Modifications with Recommendations	Backup Material

FY 2026 Summary of Program Modifications

	DEPARTMENT	FUND	TITLE	TYPE	# of NEW POSITIONS	REQUESTED AMT
1	City Clerk's Office	General Fund	Administrative Coordinator	New Position	1	\$ 84,951
2	City Manager Office (Engineering & Construction)	General Fund	Construction Inspector/Manager	New Position	1	\$ 121,605
3	Development Services (Planning & Zoning Division)	General Fund	Housing & Zoning Assistant	New Position	1	\$ 86,248
4	Economic Development	General Fund	Business Development Coordinator	New Position	1	\$ 109,341
5	Financial Services	General Fund	Budget & Grants Analyst	New Position	1	\$ 109,027
6	Financial Services	General Fund	Procurement Specialist	New Position	1	\$ 106,094
7	Financial Services	General Fund	Systems Analyst	New Position	1	\$ 118,506
8	Human Resources & Risk Management	General Fund	Benefits Specialist	New Position	1	\$ 74,912
9	Human Resources & Risk Management	General Fund	Human Resources Generalist	New Position	1	\$ 113,878
10	Mayor & Commission	General Fund	Events & Special Projects Coordinator	New Position	1	\$ 80,330
11	Parks & Human Services	General Fund	Recreation Attendant II / Bus Driver	New Position	1	\$ 67,914
12	Economic Development	General Fund	Marketing Consultation Program (LLBEAMS)	Program Enhancement	N/A	\$ 60,000
13	Economic Development	General Fund	Commercial Exterior/Interior Improvement Program	Program Enhancement	N/A	\$ 300,000
14	Economic Development	General Fund	Business Subsidy Assistance Program	Program Enhancement	N/A	\$ 100,000
Total General Fund						\$ 1,532,806
15	Development Services	Building Fund	Building Official	New Position	1	\$ 153,721
					15	\$ 153,721
16	Community Redevelopment Agency (CRA)	CRA	Senior Project Manager	New Position	1	\$ 145,332
					16	\$ 145,332
Program Modification - Funding Total						1,831,859

STAFF RECOMMENDATION

Fund the following positions pending a Budget amendment in period 6. March 2026

- 1 Benefit Specialist
- 2 Procurement Specialist
- 3 Housing & Zoning Assistant

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING THE NEW OPEN CARRY LAW (SPONSORED BY CAPTAIN PHILLIPS AND CITY ATTORNEY CALLOWAY)
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Summary

This is a discussion regarding the new open carry law.
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Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Captain Warnell Phillips, Broward Sheriff's Office

Meeting Date: 10/27/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

DISCUSSION REGARDING THE CITY ATTORNEY'S CONTRACT

Summary

This is a discussion regarding the renewal of the City Attorney's contract.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

\$600,000

Sponsor Name/Department: Sharon Haynes, Financial Services Director, CPA, CPFO

Meeting Date: 10/27/2025

ATTACHMENTS:

Description	Type
☐ Agreement for Professional Legal Services	Backup Material
☐ Contract proposal and discussion	Backup Material
☐ Resolution for City Attorney Renewal	Backup Material
☐ Exhibit A to Contract for Legal Services	Backup Material

CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2722
FAX (954) 535-1892

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
CITY ATTORNEY

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT ("Agreement") is made effective as of the 17th day of September 2025 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("City"), and SIDNEY C. CALLOWAY, ESQ, for and on behalf of the SHUTTS & BOWEN, LLP, Limited Liability Partnership, authorized to do business in the State of Florida, ("Law Firm"), whose address is 201 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 and Federal I.D. number is 59-0447122;

WHEREAS, since 1998 Sidney C. Calloway, Esquire ("Attorney"), has been a partner and Co-Chair of the Government Practice Law Group and presently is the Managing Partner of the Fort Lauderdale Office of the Law Firm;

WHEREAS, Attorney is also a Florida Bar Board Certified Specialist in Civil Trial Law and has since 1993, represented many local government and public agencies, including the Florida Department of Transportation, the City of Hallandale Beach, the City of Tamarac, the City of Fort Lauderdale CRA, the City of North Lauderdale, the City of Sunny Isles Beach, the City of Florida City, the Central Florida Expressway Authority, and the Broward County Clerk of Courts;

WHEREAS Attorney and the Law Firm has been retained and has served as the City Attorney for the City since September 17, 2018, which service has included the following matters:

- | | |
|---|---|
| ▪ Local government law, advice and counsel to the City Commission, City Manager and City Department | ▪ Home Rule Charter Review, Amendments, and Ballot Preparation |
| ▪ Drafting of Resolutions and Ordinances | ▪ Legislative Drafting, Budget Adoption Procedures, and Governmental Policies and Procedure |
| ▪ Government-in-the-Sunshine Law and Public Records | ▪ Analysis State and Federal Legislative Bills and Executive |
| ▪ Ethics for Public and Elected Officials | ▪ State, County and Municipal Election law |
| ▪ Code Enforcement and Business Compliance | ▪ Florida Safe Building Law |
| ▪ Procurement and Administrative Law | |
| ▪ Quasi-Judicial Proceeding | |
| ▪ Economic Development / Community Redevelopment Agencies | |
| ▪ Platting, Land Use, Building, and Zoning Law | |
| ▪ Transactional and Real estate law | |
| ▪ Live Local Act/Mixed-Use Development | |
| ▪ Affordable housing | |

WHEREAS, the City desires the continued professional legal representation of Attorney and the Firm hereby agree to retain Attorney and the Law Firm as its “City Attorney”, and Attorney is desirous and is willing, able and does hereby agree to perform and provide professional legal services to the City in the capacity of “City Attorney” as consideration for and pursuant to the terms and provisions of this Agreement;

WHEREAS, the City and Attorney, on behalf of the Law Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Attorney or Law Firm and City, nor between City Attorney and the City, nor between the City and any other attorney employed by the Attorney or Law Firm who may be designated as an Assistant City Attorney under this Agreement, but instead defines the relationship between the parties wherein the Attorney and Law Firm, including any attorney designated as City Attorney or Assistant City Attorney, are in fact independent contractors of the City and remain solely the principals or employees of Attorney and Law Firm;

WHEREAS, the Attorney and Law Firm reserve its respective independence, in fact and appearance, to act within the limits imposed by law and professional obligations such that the City’s policy objectives during the representation will be furthered through means the Attorney and Law Firm considers appropriate under its professional obligations after consultation with City and as may otherwise be required by The Rules Regulating the Florida Bar;

WHEREAS, the Attorney and Law Firm, at all times while serving its capacity as the City Attorney, agree with and acknowledges its fiduciary responsibility to be the chief legal advisor and communicate first and primarily with the Mayor and City Commission as the governing body of the City of Lauderdale Lakes in accordance with the City’s Home Rule Charter and other applicable rules, regulations, ordinances and laws;

WHEREAS, the City acknowledges and agrees that the Mayor, City Commission and City Manager have a duty to cooperate with Attorney and Law Firm, to keep Attorney and Law Firm informed of material developments and matters concerning the City as such may relate to or otherwise affect Attorney’s and Law Firm’s performance under this Agreement, and;

WHEREAS, the Attorney and Law Firm understands and agrees that the City’s inducement to retain Attorney and Law Firm is grounded in substantial part on the representation and agreement of Attorney and Law Firm that Attorney is hereby designated and shall at all times during the effective term of this Agreement, including any option terms, serve and represent the City as its sole and exclusive City Attorney.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and promises herein contained in the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledge, it is mutually agreed, promised and covenanted as follows:

1. RECITALS. The parties hereby acknowledge and agree that the recital set forth above are hereby incorporated herein by reference as if fully set forth in the body of this Agreement.
2. APPOINTMENT AND RETAINER. The Attorney and Law Firm is hereby retained and Attorney is hereby appointed as a City Attorney for the City.

3. SCOPE OF SERVICES. The Attorney and Law Firm shall do, and continue to perform and provide to the City, professional legal services as City Attorney, pursuant to the Scope of Services and enumeration as set forth in **Exhibit A** attached hereto, and incorporated by reference into this Agreement.
4. TERM. The contract term shall be for three (3) years, beginning September 17, 2025, and ending September 18, 2028, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. The Term may be renewed for two (2) additional two (2) year periods, in the absolute discretion of the City. The City's exercise of the option(s) to renew shall be automatic and require no additional action, and the terms and conditions set forth in this Agreement, exclusive of the rights set forth in the specific subsection, shall apply equally to such renewed Term.

Notwithstanding, the City shall provide a minimum of sixty (60) calendar days' prior notice before the end of any effective Term, of its intent to not renew the Agreement. The contract terms, including Attorney's and Law Firm's compensation and expenses, may be adjusted upon mutual written agreement of the parties. Additionally, the parties may extend the term of this Agreement at any time upon mutual written consent.

5. COMPENSATION AND PAYMENT. As compensation and payment for Attorney's and Law Firm's services to be performed in accordance with the Scope of Services as set forth and described in Exhibit "A" under this Agreement, the City shall pay, and Attorney and Law Firm agrees to accept from the City, the annualized aggregate sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00) ("Total Legal Services Budget").

- (a) City Attorney and Additional City Attorney Services. Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) of the Total Legal Services Budget shall be a retainer fee, not to include costs or expenses, payable in equal monthly installments of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) on the first day of the month ("Monthly Retainer"), as consideration for professional services rendered as set forth in the Scope of Services providing for City Attorney and Additional City Attorney Services, attached hereto as **Exhibit A** to this Agreement. For such services the City Attorney will submit an invoice under client matter 48327.0001 on the fifth (5th) day of each month to the City Manager or his or her designee. In the event of early termination of this Agreement, Attorney and Law Firm shall be entitled to such compensation as shall have accrued on a pro rata basis to the date of such early termination of this Agreement.

- (b) General Litigation Services. One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) of the Total Legal Services Budget shall be reserved and payable for professional legal services fees incurred by Attorney and Law Firm for the General Litigation Services, exclusive of costs and expenses, as are more fully described in **Exhibit A** of this Agreement. For such services, the City Attorney will submit an invoice as client matter 48327.0005 on the fifth (5th) day of each month to the City Manager or his or her designee. In the event of early termination of this Agreement. For FY 2025-2026, the parties agree that the hourly billing rate for all such time

incurred by the City on such General Litigation Services matters shall be \$460.00 per hour.

- (c) Complex Litigation Service and Special Counsel Legal Services. The parties further agree that City Attorney's advance hourly billing rate for FY 2025/2026 for Complex Litigation and Special Counsel Legal Services, exclusive of costs and expenses, are more fully described in **Exhibit A** of this Agreement, shall be \$485.00 per hour.
- (d) Annual Adjustment. Commencing on the one-year anniversary of the date of this Agreement, the parties acknowledge and agree that the Monthly Retainer and the hourly billing rates described in the preceding subsections (b) and (c) expressed as stated dollar amounts in this Agreement may annually increase by up to an amount equal to the greater of: (a) the most recent annual percentage increase in consumer prices for services as measured by the United States Consumer Price Index entitled "All Services Less Rent of Shelter" or a similar index should such index no longer be published, and (b) 5%.
- (e) Payment upon Invoice. Payment for all matters shall be made within thirty (30) days from the last day of each respective month in which the City Attorney has performed the Services and issued an invoice to the City's Accounts Payable Department. Invoices received from the City Attorney pursuant to this Agreement may be reviewed and approved by the City's Representative. If there is no objection to the invoice, the City shall pay the full invoice amount within thirty (30) days of the City's receipt of the invoice. If there is a dispute as to the invoiced amount, the City shall notify the City Attorney, in writing, of the dispute within fifteen (15) days of the City's receipt of the invoice.

The City shall pay Attorney and Law Firm the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the City until a resolution has been reached between the City Attorney to the disputed portions of the invoice.

- (f) Costs Reimbursement/Retainer. In addition to the compensation for professional legal services, City hereby agrees that City Attorney shall also be reimbursed for all reasonable and necessary legal costs and expenses incurred on behalf of the City, including but not limited to, court costs, filing fees, long distance toll charges, courier/messenger services, court reporter and transcriptions services, computerized legal research, photo-copying and facsimile not performed by the City. City understands that the foregoing constitutes reimbursement of costs and expenses incurred by the City Attorney, and are not attorney fees for services performed under this Agreement. A cost retainer is not required for this Agreement, however the City Attorney, in his discretion may request a cost retainer in order to expedite payment for certain of the above-reference cost items, and further may also request that the City deposit additional funds in the event such funds become depleted.

- (g) Appropriations. Payment under this Agreement is subject to annual appropriations of the governing body. The City will immediately notify the City Attorney to stop work if funds are not appropriated and shall pay the City Attorney for all work performed up to the time of the stop work notice.
6. TRUTH-IN-NEGOTIATION CERTIFICATE. Signature of this Agreement by the Attorney and Law Firm shall also act as the execution of a truth-in-negotiation certificate certifying that the compensation, fees, billing rates, expenses, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the Attorney for services performed on behalf of similar clients for the same or similar services. Said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The City shall exercise its rights under this Article 5 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Agreement is renewed.
7. TERMINATION. This Agreement may be terminated by either City Attorney upon sixty (60) days written notice to the other party. At the City's option, and if requested by the City, City Attorney shall, upon the same terms and conditions of this Agreement, continue to provide the professional service contemplated herein pending the replacement of City Attorney if such replacement employment require more than 60 days and upon City's reasonable efforts during such 60 days to select such successor. Notwithstanding, the parties may terminate or otherwise modify or amend this Agreement at any time upon mutually agreed consent in writing.
8. CITY ATTORNEY AND OTHER PERSONNEL. The Attorney and Law Firm understands and agrees that the City's inducement to retain Law Firm is grounded upon the specific representation and agreement of Sidney C. Calloway, as a partner of the Law Firm to represent the City as its City Attorney and to render the professional legal services contemplated under this Agreement. Except with the specific concurrence and approval of the City Commission, no substitution of counsel as the City Attorney shall be permitted.
- (a) Other Personnel. Attorney and Law Firm represents that it has or will secure at its own expense all necessary personnel, including but not limited to an "Assistant City Attorney", required to perform the professional legal services contemplated under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. The parties specifically understand and acknowledge that several of the City Attorney's partners or associate attorneys have the requisite skill, expertise and competence on matters relating to municipal and government law practice as may be desirous for Attorney's performing certain aspects of the scope of services described in **Exhibit A** of this Agreement. This Agreement specifically contemplates the City Attorney's assignment and supervision of work to and performed by such attorneys, including the designation of an "Assistant City Attorney", in the City Attorney's discretion, and such assignments are expressly permitted under this Agreement.

- (b) All of the services required hereunder shall be performed by the City Attorney or other Law Firm attorneys under the City Attorney's supervision, and all Law Firm personnel engaged in performing the professional legal services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services. Attorney and Law Firm warrants that all services shall be performed by skilled and competent personnel.
- 9. USE OF NECESSARY CONSULTANTS OR OTHER SPECIAL COUNSEL; APPROVAL PROCEDURE. The City may require legal expertise beyond the scope of the City Attorney, Additional City Attorney, or Special Counsel legal service roles contemplated herein. Subject to the concurrence or recommendation of the City Manager and, if required, the approval of the City Commission, City Attorney shall have the authority to use or retain on behalf of the City such additional consultants, experts, or counsel deemed necessary to implement the objectives and promote or protect the legal interests of the City. Such approval shall be first requested in writing and shall include a scope of services and method of compensation for each additional consultant, expert, or counsel requested.
 - (a) The City Attorney shall maintain oversight and request and provide to the City periodic status reports from either litigation or local counsel in the event of any representation pursuant to this section.
 - (b) Statements for fees and costs incurred by any approved consultant, expert, or counsel, shall be first reviewed by the City Attorney for accuracy and completeness and, upon approval, submitted to the City Manager and/or the City Commission for payment.
- 10. INSURANCE. The Law Firm shall furnish Certificates of Insurance to the City's Representative prior to the commencement of work under this Agreement for the following such insurance and amounts:
 - (a) Comprehensive General Commercial Liability Insurance in the amount of \$1,000,000 per occurrence;
 - (b) Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence;
 - (c) Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability;
 - (d) Workers' Compensation Insurance and Employer's Liability Insurance in not less than such amounts as are required by law for all employees per section 440.02, Florida Statutes.
 - (e) The Certificates shall clearly indicate that the Attorney and Law Firm have obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's

Representative. Compliance with the foregoing requirements shall not relieve the Attorney and Law Firm of its liability and obligations under this Contract.

- (f) Compliance with the foregoing requirements shall not relieve the Attorney and Law Firm of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
 - (g) Attorney and Law Firm shall be responsible for assuring that the insurance certificates required in conjunction with this Section remains in force for the duration of the period of performance for this Agreement. If insurance certificates are scheduled to expire during the term hereof, Attorney and Law Firm shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the City shall suspend performance under this Agreement the Contract until such time as the new or renewed certificates are received by the City in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days.
 - (h) Should the parties mutually determine that prevailing conditions warrant the provision by Attorney and Law Firm of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Attorney and Law Firm of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect, and provided that such determination by City is reasonable and consistent with industry best practice. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Attorney shall specifically include the City of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation or non-renewal of coverage thereunder.
11. SUCCESSORS AND ASSIGNS. The City and Attorney and Law Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above noted, neither the City nor the Attorney shall assign or transfer its interest in this Agreement, except upon mutual written agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the City and the Attorney.
12. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. CONFLICT OF INTEREST. Attorney and Law Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the City, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 or under the Rules Regulating The Florida Bar.
14. DISCLOSURE OF DOCUMENTS. The City and the Attorney and Law Firm shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).
15. NONDISCRIMINATION. Attorney and Law Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
16. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
17. ENTIRETY OF CONTRACTUAL AGREEMENT. The City and Attorney and Law firm agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written agreement executed by the parties hereto in accordance with paragraph 18 - Modifications of Scope of Services.
18. MODIFICATIONS OF SCOPE OF SERVICES WORK. The parties, upon mutual written consent, reserve the right to make changes in Scope of Services Work, including alterations, reductions therein or additions thereto.
19. NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Attn: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

Copy to: Director, Department of
Financial Services
City of Lauderdale Lakes
4300 NW 36' Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the ATTORNEY shall be mailed to:

Sidney C. Calloway, Esq., B.C.S.
Shutts & Bowen LLP
201 E. Las Olas Blvd., Suite 2200
Fort Lauderdale, FL 33301
Attn: Sidney C. Calloway, Esq.
Tel (954) 847-3833
Fax (954) 888-3063

20. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
21. JOINT PREPARATION. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent
22. WAIVER. No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. City's consent to or approval of any act by Agreement requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent or approval of any subsequent act by Attorney and Law Firm requiring the City's consent or approval, whether or not similar to the act so consented to or approved.
23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.
24. EXHIBITS ARE INCLUSIONARY. All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the Attorney and Law Firm on the ____ day of _____, 2025.

SHUTTS & BOWEN LLP

Corporate Seal

Witness

Sidney C. Calloway, Esq., Partner

As to the CITY on the ____ day of _____, 2025

SEAL OF THE CITY OF LAUDERDALE LAKES

City Clerk

Veronica Edwards-Phillips, Mayor

City Attorney Contract Analysis

Background

A legal contract was signed in September 2018 for \$252,000 annually, with a 4% annual increase beginning in September 2021. The current contract expired on September 18th 2025. **Attorney Calloway presented a proposal to the city for a total fee excluding litigation of \$600,000, with an annual adjustment of 10%.**

Staff requested and was granted permission to meet with Attorney Calloway to review his proposal and make recommendation to the commission. Excluding Litigation annual payments to Attorney Calloway should have been as outlined below. Copy of proposal attached.

Period	Annual Compensation	% Increase
2021–2022	\$252,000.00	—
2022–2023	\$272,160.00	4%
2023–2024	\$283,449.40	4%
2024–2025	\$294,803.51	4%
2025–2026	\$306,596.14	4%

Actual Payments

However, the City of Lauderdale Lakes has paid the City Attorney an average of \$815,135 per year over the past three fiscal years:

Fiscal Year	Legal Fees
2023	\$835,953
2024	\$861,330
2025 (to date)	\$748,123

Average (3 years): \$815,135 per year

Note: FY 2025 total will likely increase as additional bills are received.

While some of the additional payments relate to litigation, billing records indicate the City is also charged for work outside of monthly retainers and commission meetings.

See three-year breakdown below.

PAYMENTS TO CITY ATTORNEY BY FISCAL YEAR			
DESCRIPTION	FY 2023	FY 2024	FY 2025 *
Retainer	229,838.65	244,517.00	174,316.00
Litigation	370,994.00	306,759.00	210,141.00
Staff Consult	235,119.35	310,054.00	363,666.00
Total for Period	\$835,952.00	\$861,330.00	\$748,123.00
* For nine Months			

In reviewing some of the previous and current bills, some of the work billed (see page 3) should be covered as part of the monthly retainer per exhibit A of the 2018 contract. See item 6 to 15 attach here for your convenience.

This matter was raised with Attorney Calloway on September 30th in a meeting with the Acting City Manager, Procurement Administrator and Finance Director. Attorney Calloway explained that staff consults are billed for items ongoing for long periods and that are complex.

However, that explanation conflicts with some of the items for which staff is billed such as meetings, contract review, real estate and proclamations.

Attorney Calloway also promised to send a new proposal to the city with language indicating that staff consultations will now be covered and only directed litigation will be billed separate from the monthly retainer.

Staff and Attorney Calloway did not agree on a cost. Staff proposal to Attorney Calloway is outlined in item 1 below.

Staff Recommendations

1. Counterproposal: **Offer an annual retainer of \$480,000, for all non-litigation work to include all item in schedule A excluding Complex and Legal Services.**
2. Annual Increases: Based on staff Cola increases or 4% whichever is higher.
3. Litigation Estimates: Require cost estimates for litigation matters before commencement to allow for cost-benefit analysis when feasible.
4. Reserve the right to see copies of reimbursable expenses.

Below are some of the matters deemed complex an ongoing by Attorney Calloway for which the city was billed separate from the retainer.

Review & Analyze Opinion of Title with Heidi Brocks and Sidney Calloway.

Proclamation Guidelines- Complete review of final revised resolution on Proclamation and Award Guidelines for City Commission.

Proclamation- Review communication from City Manager:

Draft Resolution authorizing purchase of additional telephone services.

BSO Contract Negotiations - Attend negotiating session with City Manager, staff and BSO corporate representatives, including deputy general counsel.

Receive and review Division of Emergency Management Emergency Order and limited suspension of applicable statutes; prepare attorney notes for application to municipal agencies.

Orientation- Review correspondence and request for presentation of Orientation for new City Commission(s); review and coordinate update and modification to presentation topics for Orientation.

Public Sleeping/ Camping- Begin analysis of Public Camping and Sleeping Ordinance.

Platinum Bond review cost

Review City code pertaining to lottery method cost

1 RESOLUTION 2025-__

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO
5 EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RENEWAL OF
6 AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BY AND BETWEEN THE
7 CITY OF LAUDERDALE LAKES AND SIDNEY C. CALLOWAY ESQUIRE
8 ("ATTORNEY") AND SHUTTS AND BOWEN LLP ("LAW FIRM"); A DRAFT COPY
9 OF SAID AGREEMENT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF
10 WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING
11 FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE
12 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, Section 3.12. - Legal officer of the City of Lauderdale Lakes Home Rule Charter
15 states:

16 There shall be a legal officer of the city, appointed or removed, by a majority of the city
17 commission who shall serve as chief legal adviser to the city commission, the mayor and all city
18 departments, offices and agencies, and who shall assure that the city is represented in all legal
19 proceedings and perform any other duties prescribed by this Charter, by ordinance or by city
20 commission direction.
21

22 WHEREAS, pursuant to Article XIII, the Lauderdale Lakes Procurement Code, Sec. 82-358,
23 pertaining to exceptions to bid and proposal requirements, because said Article does not apply
24 to legal and mediation services, the City Commission is within its authority and discretion to enter
25 in the Agreement to retain the Attorney and Law Firm as City Attorney for the City;

26 WHEREAS, on September 17, 2018, pursuant to Resolution 2018-096, the City of
27 Lauderdale Lakes ("City") entered into that certain Agreement for Professional Legal Services
28 with Shutts & Bowen LLP (the "Initial Agreement");

29 WHEREAS, the Initial Agreement provided for an initial contract term of "three (3) years
30 beginning on September 17, 2018, and ending on September 16, 2021, unless sooner terminated
31 or later extended or renewed, in accordance with the other terms and conditions", and further

1 provided for “the Term to be renewed for two (2) additional two (2) year periods, in the absolute
2 discretion of the City;

3 WHEREAS, pursuant to Resolution 2021-117, the City Commission approved and ratified
4 an automatic two (2) year renewal of the Initial Agreement, which term expired on September
5 16, 2023. The City Commission subsequently adopted Resolution 2023-138, approving and
6 ratifying its second automatic two (2) year renewal of the Initial Agreement, which term expired
7 on September 16, 2025;

8 WHEREAS, since 1998 Sidney C. Calloway, Esquire, B.C.S. (“Attorney”), has been a partner
9 and Co-Chair of the Government Practice Law Group at Shutts & Bowen LLP (“Shutts” or “Law
10 Firm”), and presently is the Managing Partner of the Fort Lauderdale Office of the Law Firm;

11 WHEREAS, Sidney Calloway, Esq., is also a Florida Bar Board Certified Specialist in Civil
12 Trial Law and has since 1993, represented a host of local governments and public agencies across
13 the State of Florida in addition to the City of Lauderdale Lakes, including:

- 14 ▪ The Florida Department of Transportation
- 15 ▪ The City of Hallandale Beach
- 16 ▪ The City of Tamarac
- 17 ▪ The City of Groveland
- 18 ▪ The City of Fort Lauderdale CRA
- 19 ▪ The City of North Lauderdale
- 20 ▪ The City of Sunny Isles Beach
- 21 ▪ The City of Florida City
- 22 ▪ The Central Florida Expressway Authority
- 23 ▪ The School Board of Miami-Dade County

24
25 WHEREAS, since 2018 through the present date, Sidney Calloway, Esq., B.C.S. and the Law
26 Firm has only served as the City Attorney for the City of Lauderdale Lakes, to the exclusion of any

other Florida municipality, but continues to serve as special counsel to the Broward County Clerk of Courts since 2017, which municipal representation includes the following matters:

- Local government law, advice and counsel to the City Commission, City Manager and City Department
- Drafting of resolutions, ordinances, agreements
- Government-in-the-Sunshine Law and Public Records
- Ethics counsel and training for Public and Elected Officials
- Code Enforcement and Business Compliance
- Procurement and Administrative Law
- Quasi-Judicial Proceedings
- Economic Development / Community Redevelopment Agencies
- Live Local Act/Mixed-Use Development
- Affordable housing
- Home Rule Charter Review, Amendments, and Ballot Preparation
- Legislative Drafting, Budget Adoption Procedures, and Governmental Policies and Procedure
- Analysis State and Federal Legislative Bills and Executive
- State, County and Municipal Election law
- Florida Safe Building Law
- Platting, Land Use, Building, and Zoning Law
- Transactional and Real estate law

WHEREAS, Shutts is a large, full-service Florida-based law firm with a history of over 115 years, employing approximately 280 attorneys across more than 30 practice areas and serves public and private sector clients throughout the State and internationally. Shutts provides a wide range of legal services, including litigation, corporate law, real estate, trusts and estates, health care, and financial services. The Law Firm is recognized for its strategic legal guidance, sophisticated legal skills, efficient service, and commitment to its clients, community service, and a wide range of industry experience.

WHEREAS, the City Commission desires the continued professional legal representation of Attorney and the Law Firm and, by this Resolution, agrees to retain Sidney Calloway, Esq., B.C.S., and Shutts as its "City Attorney", and Attorney and Shutts are desirous, willing, able and does hereby agree to perform and provide professional legal services to the City in the capacity of "City Attorney" as consideration for and pursuant to the terms and conditions of the

1 Agreement, attached hereto as **Exhibit A**, such compensation being consistent with the City's
2 projected budget;

3 WHEREAS, Sidney Calloway, Esq., B.C.S. and Shutts understands and agree that the City's
4 inducement to retain Shutts is grounded upon the specific representation and agreement of
5 Sidney Calloway, as a partner of Shutts, to represent the City as its sole and exclusive City
6 Attorney, and Sidney Calloway shall at all times during the effective term of this Agreement,
7 including any option terms, serve and represent the City as its City Attorney and shall render the
8 professional legal services contemplated under this Agreement, and further that, except with the
9 specific concurrence and approval of the City Commission, no substitution of counsel as the City
10 Attorney shall be permitted.

11 WHEREAS, City staff requests the City Commission's approval and award of the new
12 Agreement for Professional Legal Services for City Attorney, attached hereto as **Exhibit A**,
13 between the City of Lauderdale Lakes and Shutts & Bowen LLP, which term shall expire on
14 September 25, 2028, subject to the City's exercise of renewal options and other acceptable
15 written terms mutually agreed to by the parties;

16 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
17 LAUDERDALE LAKES AS FOLLOWS:

18 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
19 confirmed as being true, and the same are hereby made a part of this Resolution.

20 SECTION 2. AUTHORITY: The City Commission hereby approved and authorizes the
21 Mayor and City Clerk to execute and attest, respectively, that certain new Agreement for
22 Professional Legal Services - City Attorney between the City of Lauderdale Lakes and Attorney

and Shutts & Bowen LLP, in substantially the form as the Agreement attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD October 28, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: City Commission

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

EXHIBIT A

SCOPE OF SERVICES-CITY ATTORNEY LEGAL SERVICES

The City Attorney's Scope of Services under this Agreement shall include City Attorney General Representation Services, General Litigation Services, Complex Litigation Services, and Special Counsel Legal Services, specifically described as follows:

A. City Attorney General Representation Services:

1. Attendance at meetings of the City Commission, including Workshops and Special Commission meeting;
2. Providing advice, counsel, legal opinions and parliamentary guidance to City Commission as necessary or requested;
3. Upon request, review non-litigation related matters or issues in which the law, regulations or rules may reasonably be interpreted to impact the City's interest, and perform such other research, analysis and advice;
4. Providing such other non-litigation related representation to Mayor and City Commission as directed by City Commission as appropriate and consistent with promoting and protecting the City's legal interests.
5. Attend City Advisory Board, Workshops, Committees and other meetings requested by City Commission or City Manager, or as required for legal counsel and advice;
6. Provide non-litigation related legal advice, counsel, and opinions to City Director and executive management staff on matters, pertinent to local, county or state government law, human resources, risk management, finance, procurement, public records, election law, insurance defense related issues, land use, development and redevelopment, code enforcement, as requested by City Manager;
7. Provide legal advice, counsel and service on non-litigation related matters pertaining to the acquisition (sale or purchase) of real property, including the review and preparation of deeds, easements and analysis of title searches and opinions, as requested and coordinated by the City Commission, City Manager;

B. General Litigation Services:

1. Prosecution and defense of pending or future case matters which the city is named a party or having material interest, excepting, matters involving multiple parties, or federal court cases, or actions on appeal or remand from appeal, or actions involving complex business litigation as defined by the Florida Rules of Civil Procedures;
2. Prosecution and defense of future case matters, similar in type and style to existing cases and causes of action in which the city is a party or has a material interest, excepting federal court cases and upon proper authorization by the City;
3. Prosecution or defense of violations of the Lauderdale Lakes Code, including code enforcement matters before the City Special Magistrate, civil citations or infractions filed in the Broward County Court matters;
4. Co-Counsel work performed with insurance counsel assigned by the City's insurance carrier when necessary and appropriate.

C. Complex Litigation Services.

1. Complex Litigation Services will be provided on the hourly rate basis agreed to under section 5(c) of this Agreement. Complex litigation, as determined by the City Attorney include litigation matters that involve multiple parties, or federal court cases, or actions on appeal or remand from appeal, or actions involving complicated legal or case management issues, requiring extensive judicial management to expedite the process, keep costs reasonable, and promote efficiency. Complex Litigation Services generally include but are not limited to the following:
 - a. Actions or litigation filed or defended in the United States federal court;
 - b. Actions or litigation filed or defended at the appellate court level;
 - c. Actions or litigation involving state or federal constitutional claims or defenses
 - d. Procurement or administration law actions or proceedings;
 - e. Actions or litigation involving multiple party plaintiffs or defendants;
 - f. Defense of a civil rights discrimination action;
 - g. Eminent domain other private property rights litigation, including code enforcement, title, development, nuisance or other real property related disputes;

- h. Any class action lawsuit or related case action;

D. Special Counsel Legal Services.

1. Special Counsel Legal Services are to be provided on the hourly rate basis agreed upon by the parties under section 4 of this Agreement. Any such matter will be of a nature or matter type that requires expertise, experience, or specialized subject matter knowledge and will incur ten (10) hours or more of attorney time, but which shall also receive prior written approval of the City Commission or City Manager. A general example of such service or matter type includes without limitation:
 - a. Drafting substantive amendments to, or a re-write of the City's Home Rule Charter, or the Lauderdale Lakes Code of Ordinances, including the Land Development Regulations, Election Code, Procurement Code.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

FUTURE MEETINGS

Summary

The next scheduled City Commission Workshop will take place November 10, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on November 11, 2025 at 7 p.m.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 10/27/2025