



DeSoto County

Board of County Commissioners

Meeting Agenda

Tuesday, June 9, 2026

9:00 AM

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

PRESENTATION

1. Employee & Recognition Awards [26-1838](#)

CONSENT AGENDA-MOTION TO APPROVE

2. H-GACBuy Interlocal Contract for Cooperative Purchasing [26-1826](#)

Attachments: [HGACBUY](#)

3. Purchase of Public Safety Boating Equipment [26-1825](#)

Attachments: [Rescue Boat HGAC quote](#)

4. Resolution/Adoption of the Cash Handling and Rounding Policy [26-1812](#)

Attachments: [Cash Handling and Rounding Policy.pdf](#)
[Resolution.docx](#)

REGULAR BUSINESS

5. Proclamation/Juneteenth Day 2026 [26-1810](#)

Attachments: [Juneteenth Day 2026](#)

6. Resolution/Budget Amendment Fiscal Year 2025/2026 [26-1828](#)
Attachments: [Resolution Summary and Narrative](#)
[2026-106 Utilities Capital Wastewater](#)
[2026-110 Public Safety](#)
7. Accounts and Warrants Drawn Per Schedule of Bills Payable. [26-1819](#)
Attachments: [AP Check Report - Warrants 04-28-26 to 05-26-26](#)
8. Fort Ogden Railroad Crossing Request for Direction [26-1789](#)
Attachments: [Fort Ogden RR Crossings Exhibits](#)
[Seminole Gulf Railway- CRISI Grant Letter 04-30-2026 \(1\)](#)
9. Liverpool & Boll Weevil Seminole Gulf Proposals [26-1790](#)
Attachments: [Seminole Gulf Liverpool Quote](#)
[Seminole Gulf Boll Weevil Quote](#)
10. Resolution/Appointment of alternate member to the Planning Commission and Board of Adjustment [26-1817](#)
Attachments: [2026-5-20 Jennifer Bowser PC Alt. Appointment](#)
11. Cooperative Purchase Agreement Generator Repair and Maintenance [26-1822](#)
Attachments: [CAT SOURCEWELL](#)
12. Contract / Construction - Mills Generator Project [26-1840](#)
Attachments: [26-13-01ITB Contract - Final](#)
13. Approval of Surplus Property Sale- 11212 SW Cedar Ave. [26-1829](#)
Attachments: [BillOfSale12112 Cedar](#)
14. Resolution/Burn Ban/Drought Emergency expires [26-1842](#)
Attachments: [Resolution ending Burn Ban 6-9-2026](#)
15. Funding Agreement / Florida Department of Environmental Protection [26-1827](#)
Attachments: [FDEP\(L0181_ DeSoto County](#)

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

ADJOURNMENT

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.



DeSoto County

6/9/2026

Item #: 1.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Recognition

DEPARTMENT: Human Resources
SUBMITTED BY: Latrinda Jones, Human Resources Director
PRESENTED BY: Latrinda Jones, Human Resources Director

TITLE & DESCRIPTION:
Employee & Recognition Awards

SUMMARY:

The recipients of these awards have made a significant contribution towards the goals of the County and their departments through exceptional job performance and/or service above and beyond their normal job duties. The Longevity Service Awards will be presented to employees with varying years of service in 5 year increments.

BACKGROUND:

Employee recognition awards are awarded semi-annually. In accordance with the guidelines of the Employee Recognition Policy, recipients will typically receive a personalized certificate; announcement of achievement(s); an article displayed to the public via the County webpage describing the accomplishment(s) and any other contributions. Each award category may include additional awards.

FUNDS:

Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.



DeSoto County

6/9/2026

Item #: 2.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Contract

DEPARTMENT: Purchasing
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Cindy Talamantez

TITLE & DESCRIPTION:

H-GACBuy Interlocal Contract for Cooperative Purchasing

REQUESTED MOTION:

Approve the interlocal contract for cooperative purchasing with The Houston- Galveston Area Council (H-GACBuy).

SUMMARY:

H-GACBuy Interlocal Contract for Cooperative Purchasing

BACKGROUND:

DeSoto County Purchasing recommends approval of the Interlocal Contract for Cooperative Purchasing with (H-GACBuy) Houston- Galveston Area Council. H-GAC has instituted a cooperative purchasing program under which it contracts with eligible companies for the purchase of goods and services. Local Governments are eligible to become members of the cooperative and avail itself of the pricing in accordance with their respective contracts. There is not a fee to be a member of this cooperative.

FUNDS:

Budget Amount: **No Monetary request**
Actual Agenda Item Cost: **No Monetary request**
Account Number: **No Monetary request**
Explanation: **No Monetary request**



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC26-22431
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **DeSoto County Board of County Commissioners**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **201 E Oak St Ste 203 Arcadia, FL 34266-4451**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **06/09/2026** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2025** and ends **09/30/2026**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

DeSoto County Board of County Commissioners
Name of End User (local government, agency, or non-profit corporation)

201 E Oak St Ste 203
Mailing Address

Arcadia, FL 34266-4451
City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Steve Hickox, Chairman
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____
Executive Director

Date: _____



END USER DATA

Please sign and return Interlocal Contract, along with this completed form to H-GAC by emailing to ILC@H-GAC.com.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: DeSoto County Board of County Commissioners **County Name:** FL

Mailing Address: 201 East Oak Street Arcadia, FL 34266

Main Telephone Number: 863-993-4816 **FAX Number:** 863-993-4819

Physical Address: 201 E Oak St Ste 203 Arcadia, FL >34266-4451

Web Site Address: www.desotobocc.com

Official Contact: Cindy Talamantez

Mailing Address: 201 East Oak Street
Arcadia, FL 34266

Title: Purchasing Director

Ph No.: 863-444-1470

FX No.: 839-993-4816

E-Mail Address: c.talamantez@desotobocc.com

Authorized Official: Steve Hickox

Mailing Address: 201 East Oak Street
Arcadia, FL 34266

Title: Chairman

Ph No.: 863-993-4816

FX No.: 863-993-4819

E-Mail Address: s.hickox@desotobocc.com

Authorized Official: Mandy Hines

Mailing Address: 201 East Oak Street
Arcadia, FL 34266

Title: County Administrator

Ph No.: 863-993-4800

FX No.: 863-993-4809

E-Mail Address: m.hines@desotobocc.com

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a PDF copy of the contract to H-GAC at ILC@h-gac.com and use the **subject line: "ILC Application."**

Step 4

H-GAC will execute the contract and return a copy to you electronically.



DeSoto County

6/9/2026

Item #: 3.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Purchase

DEPARTMENT: Public Safety
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Chad Jorgensen

TITLE & DESCRIPTION:

Purchase of Public Safety Boating Equipment

REQUESTED MOTION:

Authorize the County Administrator to approve the Purchase Order finalizing the Purchase of the Public Safety Boating equipment as approved in the FY 25/26 Adopted Budget.

SUMMARY:

Purchase of Public Safety Boating Equipment

BACKGROUND:

Funds were approved in the Fiscal Year 25/26 budget to purchase specialty boating equipment for assistance with water related rescue needs. This custom built equipment is offered under H-GAC Buy which is Purchasing Cooperative DeSoto County has joined. This purchase is in compliance with the Procurement Policy. Due to the amount of the purchase the County Administrator requires Board authorization to approve the Purchase order.

FUNDS:

Budget Amount: **\$55,000.00**

Actual Agenda Item Cost: **\$56,767.50**

Account Number: **106-70735266400000**

Explanation: **Budgeted under FY 25/26 equipment funds**

RESCUE ONE
CONNECTOR BOATS
 Sold exclusively by MarineONE Corporation

26-912791

4500 Highway 77 • Southside, AL 35907 • 844-471-2628 • www.rescueoneboats.us

Quote Prepared by Mason Gore mason@rescueoneboats.us

March 6, 2026

Custom Quote for:
DeSoto County Fire Rescue
Lt. William Daniels
w.daniels@desotobocc.com
122 N Hillsborough Ave
Arcadia, FL 34266
(863) 990-7171

	PRODUCT DESCRIPTION	EACH	EXTENDED
1	<u>1673X4™ Connector Boat® with StiffBACK DOUBLE HULL™ design, full length SecureTRAC™ system</u> for securing any gear, anywhere inside, built-in foam for redundant buoyancy, 12V battery in USCG approved case, USCG navigation lights and safety certified wiring harness, breakers, and switches, 1100 gph bilge pump, non-skid tough interior coating, 2 FlexSEAT™ boxes, 4FloatROPES™	\$13,910.00	\$13,910.00
1	<u>ControlCONSOLE™</u> - Stronger aluminum material is powder coated, seat is adjustable (front to rear) and tilts up for access to fuel cell and has replaceable cushions. It includes electrical breaker/ switch panel which meets all USCG, NMMA and ABYC safety standards, SafeT® steering system with wheel, and engine remote controls and harnesses.	\$4,610.00	\$4,610.00
1	<u>DIVERSupport/VictimLIFT</u> - Deploys in seconds. Built of anodized aluminum, weighs 35lbs, supports 300lbs, removable and folds easily into boat for storage. New design allows it to double as a hoist to lift a victim from the water. Includes two HOISTlevers™ . Fits any Rescue ONE® Connector Boat®.	\$4,120.00	\$4,120.00
1	<u>LightRACK™</u> (Folding) – New narrow design it is heavier, stronger, and compact. Built of anodized aluminum. Folds backwards out of the driver's way, includes top and side mount plates for additional work lights and internal wiring harness. Fits only GEN2 and GEN 3 model 1673 Connector Boats®	\$2,380.00	\$2,380.00

1	60hp Mercury Electric Start, Tilt/Trim, Remote Control equipped with our exclusive RescueONE®ProPower™ monitor system. It tracks and displays RPMs, engine hours (to facilitate accurate maintenance). This system is not available on standard outboard models not sold by us. Notes: These are four stroke outboards with electric start, EFI fuel system, power trim/tilt. Included is an aluminum prop, and 6-gallon fuel tank and hose. It is protected by a 3-year factory warranty and is serviceable at any authorized dealer. 60ELPT	\$9,550.00	\$9,550.00
1	A1673-SS Transport™ aluminum trailer. In salt or brackish water this is it! New SpaceSAVER™ tongue design allows storage in 24" shorter space than our original design. A 12" wide walkway with anti -skid surface makes it easy to launch and load. Includes LED running lights, radial tires, premium Vault® hybrid lube hubs, spare tire/wheel on side mount for easy access, FunneLOAD™ self-centering load guides, lifetime STEELPoly™ runners, tongue jack and plastic coated safety cables.	\$5,950.00	\$5,950.00
1	ProX 430™ Series Inflatable - full bottle inflation and with aluminum floor -7 persons capacity with 30hp maximum recommended. Length 14', Beam 6' 3", weight 220 lbs., Max Load 2264 lbs. Include paddles, foot pump, patch kit, carry bag, and removeable internal, accessory bag	\$4,950.00	\$4,950.00
1	Bravo 12 volt air pump	\$220.00	\$220.00
1	SCBA Adapter	\$230.00	\$230.00
1	25hp Yamaha Manual Start, Tiller Control Short Shaft, equipped with our exclusive RescueONE®ProPower™ monitor system. It tracks and displays RPMs, engine hours (to facilitate accurate maintenance). This system is not available on standard outboard models not sold by us. Notes: These are four stroke outboards with electric start, EFI fuel system, including harness, aluminum prop, and 6-gallon fuel tank and hose. It is protected by a 3-year factory warranty and is serviceable at any authorized dealer	\$4,660.00	\$4,660.00
1	A1416 LowBoy™ Trailer (Aluminum) custom designed for inflatable boats. Low Boy profile makes it easy to enter and to launch. Includes spare, LED lights and "fat boy" tires for the mud, sand or the highway.	\$4,640.00	\$4,640.00

ALL THE ABOVE (NOT INCLUDING DELIVERY) * \$55,220.00 *** FOB Southside, AL 35907**

Due to unstable aluminum and steel prices this quote good for 60 days only.

OPTIONAL delivery: 619 miles X \$2.50 / loaded mile = \$1,547.50

This quote DOES NOT include any applicable taxes.

If your agency is tax exempt, we MUST have a copy of your tax exempt certificate BEFORE we can begin filling your order. If your agency IS NOT tax exempt, please disregard this quote and request a new quote which includes tax.



DeSoto County

6/9/2026

Item #: 4.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Resolution

DEPARTMENT: Administrative Services
SUBMITTED BY: Peter Danao, Finance Director
PRESENTED BY: Peter Danao, Finance Director

TITLE & DESCRIPTION:

Resolution/Adoption of the Cash Handling and Rounding Policy

REQUESTED MOTION:

To approve and adopt the Cash Handling and Rounding Policy as presented.

SUMMARY:

The Policy provides a framework for the responsible and use of cash transactions across all County departments. It defines governance, administrative oversight, and review of procedures. The policy ensures accurate financial practices, minimizes discrepancies in cash drawers, and provides clear and consistent standards for all staff interacting with customers throughout the organization.

BACKGROUND:

The U.S. Treasury Department has ended the production of pennies, and although existing pennies remain legal tender, banks may not be able to supply them reliably for daily operations. The DeSoto County Board of County Commissioners recognizes the importance of consistent direction and governance of the County's cash transactions throughout the community. The intent of this policy is to be consistent with and conforms to Chapter No. 2026-68, Laws of Florida. The policy applies to all County departments that collect or handle cash transactions.

FUNDS:

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.



CASH HANDLING AND ROUNDING POLICY

Date Adopted:

Purpose:

The purpose of this policy is to establish standardized procedures for handling cash transactions in light of the national discontinuation of penny production. This policy ensures accurate financial practices, minimizes discrepancies in cash drawers, and provides clear and consistent standards for all staff interacting with customers.

Additionally, because financial institutions may no longer supply pennies, the County cannot guarantee the ability to issue exact change for cash transactions.

The intent of this policy is to be consistent with and conform to Chapter No. 2026-68, Laws of Florida.

Scope:

This policy applies to all County departments that handle cash transactions. Rounding applies only to cash transactions. Rounding to the nearest nickel does not apply to any transactions paid by non-cash methods such as electronic funds transfer, check, money order, credit card, or mixed tender, except when cash is being disbursed as change. For mixed tender transactions, rounding applies only to the portion of the transaction where cash is provided to the customer.

Policy Statement:

It is the policy of the DeSoto County Board of County Commissioners to ensure uniform, accurate, and transparent cash handling practices. All transactions involving cash shall be conducted according to standardized rounding procedures, and all staff responsible for handling cash must follow this policy to promote operational consistency and accountability.

Policy Directives:

1. Rounding Transactions

All cash transactions shall be rounded to the nearest nickel when providing change.

The following rounding standards apply:

- Amounts ending in \$0.01 or \$0.02: round down to \$0.00
- Amounts ending in \$0.03 or \$0.04: round up to \$0.05
- Amounts ending in \$0.06 or \$0.07: round down to \$0.05

- Amounts ending in \$0.08 or \$0.09: round up to \$0.10
- Amounts ending in \$0.00 or \$0.05 are not rounded

2. Acceptance of Pennies

Pennies will continue to be accepted as payment; however, change issued to customers shall follow the rounding standards as set forth above.

3. ERP System Adjustments

The Finance Department shall coordinate with ERP system providers to ensure Utility Billing and Accounts Receivable systems correctly apply rounding rules. System testing shall also be conducted to confirm accurate calculations and reporting.

4. Employee Training

Employees responsible for cash handling shall receive training on all rounding procedures. Training will include examples and standard responses for addressing customer questions or concerns.

5. Customer Communication

Clear communication shall be provided to customers regarding this rounding policy. Notices will be posted at payment counters and included in billing statements to ensure transparency.

6. Monitoring and Adjustments

The Finance Department will monitor implementation of the policy and address issues as they arise. Adjustments to the policy may be made based on staff or customer feedback.

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2026-_____

**RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY,
FLORIDA, APPROVING THE CASH HANDLING AND ROUNDING
POLICY FOR THE BOARD OF COUNTY COMMISSIONERS, AND
PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

WHEREAS, the Board of County Commissioners of DeSoto County, Florida (the “Board”), recognizes the importance of maintaining accurate, transparent, and consistent cash handling procedures across all County departments that receive or process cash transactions; and

WHEREAS, the United States Treasury has discontinued production of the one-cent coin (“penny”), resulting in a diminishing circulation of pennies and creating operational challenges for governmental entities and businesses handling in-person cash transactions; and

WHEREAS, during the 2026 Legislative Session, the Florida Legislature adopted Chapter 2026-68, Laws of Florida, amending Section 212.12, Florida Statutes, to expressly authorize the rounding of in-person cash transactions to the nearest nickel when the one-cent piece is no longer in production; and

WHEREAS, Chapter 2026-68, Laws of Florida, further provides that such rounding applies only to cash transactions, does not alter the sales price, taxes, surcharges, assessments, or fees otherwise due, and does not apply to noncash payment methods except to the extent cash is dispersed to a customer; and

WHEREAS, the Florida Department of Revenue has issued guidance recognizing that, because of the discontinuation of penny production and decreasing circulation of pennies, dealers and governmental entities may need to round cash transactions to maintain operations and customer service, while continuing to properly calculate and remit all applicable taxes and charges; and

WHEREAS, the Board finds that the adoption of a uniform Cash Handling and Rounding Policy is necessary and appropriate to establish consistent standards and procedures for County cash transactions, minimize cash drawer discrepancies, provide operational consistency among County departments, and ensure compliance with applicable Florida law; and

WHEREAS, the Board desires to formally approve and adopt the Cash Handling and Rounding Policy in order to provide a clear administrative framework governing County cash handling practices and rounding procedures consistent with Chapter 2026-68, Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, that:

SECTION 1. Approval of the Cash Handling and Rounding Policy. The Board of County Commissioners hereby approves and adopts the Cash Handling and Rounding Policy attached hereto, which shall govern the use, management, and handling of cash transactions.

SECTION 2. Implementation and Oversight. The Finance Department, under the direction of the County Administrator, shall be responsible for the implementation, enforcement, and periodic review of the Cash Handling and Rounding Policy. All County departments, employees, and authorized personnel shall comply with the provisions of the Policy.

SECTION 3. Policy Scope. The Cash Handling and Rounding Policy shall apply to:

1. All County departments that handle cash transactions.
2. Only the portion of the transaction where cash is provided to the customer.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**DESOTO COUNTY BOARD
OF COUNTY COMMISSIONERS**

Mandy Hines
County Administrator

Steve Hickox
Chairman

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney



DeSoto County

6/9/2026

Item #: 5.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Proclamation

DEPARTMENT: Administration
SUBMITTED BY: Marilyn Padilla
PRESENTED BY: Mandy Hines

TITLE & DESCRIPTION:
Proclamation/Juneteenth Day 2026

REQUESTED MOTION:
To proclaim June 19th, 2026, as Juneteenth Day in Desoto County

SUMMARY:
The Helen C Washington Foundation and Desoto County encourage everyone to celebrate the end slavery in the United States and freedom for everyone.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.



DESOTO COUNTY, FLORIDA PROCLAMATION

WHEREAS, on September 22, 1862, Abraham Lincoln, President of the United States of America, issued “The Emancipation Proclamation” stating, “. . . all persons held as slaves within any State or designated part of a State, the people whereof shall be in rebellion against the United States, shall be then, thenceforward, and forever free;” and

WHEREAS, Texas was the last Southern state to hear about the Emancipation Proclamation when U.S. Major General Gordon Granger and his regiment arrived in Galveston on June 19, and announced that slavery had ended; and

WHEREAS, the first official Juneteenth celebration was held in 1866 in Texas and its observance has spread across the United States from then to the present time; and

WHEREAS, Juneteenth is an elision of June 19th and is also known as Juneteenth Independence Day, Freedom Day, Jubilee Day, and Liberation Day, and commemorates the end of slavery in the United States; and

WHEREAS, Juneteenth—a holiday of observance in Florida—is now a national holiday as well as the oldest national commemoration of the end of slavery, uniting our country in celebrating freedom for all, including the passage in 1865 of the 13th Amendment to the U.S. Constitution abolishing slavery in the United States.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of County Commissioners of DeSoto County recognize June 19th, 2026 as:

“JUNETEENTH DAY”

Passed and duly adopted on this 9th day of June, 2026 by the DeSoto County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

Mandy Hines
County Administrator

Steve Hickox
Chairman



DeSoto County

6/9/2026

Item #: 6.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: Brian Wagner
PRESENTED BY: Brian Wagner

TITLE & DESCRIPTION:

Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:

To adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget.

SUMMARY:

The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:

Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses.

FUNDS:

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida (“the Board”) adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-106, and 2026-110.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
Utilities Capital Wastewater	2	106	Budget FDEP Deep Well Legislative Project Grant.
Public Safety	3	110	Transfer funds from PSD volunteer reserves for increased expense per T. Backer.

**2025/2026 Budget Amendments Packet 16
June 9, 2026**

	Revenue Sources	Expenses Account Description
<i>Attachment</i> General Fund	Funds From:	Fund B.A. Funds Disbursed For:

\$ -

\$ -

<i>Attachment</i> Special Revenue	Funds From:	Fund B.A. Funds Disbursed For:
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3	2,000.00 Reserves	106 110 2,000.00 Miscellaneous/Physicals Exp.
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\$ 2,000.00

\$ 2,000.00

<i>Attachment</i> Capital Construction Funds	Funds From:	Fund B.A. Funds Disbursed For:
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\$ -

\$ -

<i>Attachment</i> Enterprise Funds	Funds From:	Fund B.A. Funds Disbursed For:
2	5,000,000.00 D.E.P. DW LP Grant	413 106 5,000,000.00 Construction DW LP Grant

\$ 5,000,000.00

\$ 5,000,000.00

<i>Attachment</i> Agency Funds	Funds From:	Fund B.A. Funds Disbursed For:
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\$ -

\$ -

\$ 5,002,000.00 Total Debits

\$ 5,002,000.00 Total Credits



DeSoto County

6/9/2026

Item #: 7.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Choose an item.

DEPARTMENT: Administrative Services
SUBMITTED BY: Elicia Taylor, Accounts Payable Technician
PRESENTED BY: Peter Danao, Finance Director

TITLE & DESCRIPTION:

Accounts and Warrants Drawn Per Schedule of Bills Payable.

REQUESTED MOTION:

To approve accounts and warrants drawn according to Schedule(s) of Bills Payable April 28, 2026-May 26, 2026.

SUMMARY:

Click or tap here to enter text.

BACKGROUND:

Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #317221-317491; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001823-001827; Utilities Capital Fund drafts #000558; Flexible Spending Account Check #005194 Indigent Health Care Check #007510, 007548; DCVOL #N/A.

FUNDS:

Budget Amount: N/A
Actual Agenda Item: N/A
Cost: N/A
Account Number: N/A
Explanation: N/A

VENDOR SET: 01 Desoto County

BANK: * ALL BANKS

DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	4/30/2026			317285
	C-CHECK		VOID CHECK	V	4/30/2026			317294
	C-CHECK		VOID CHECK	V	4/30/2026			317295
	C-CHECK		VOID CHECK	V	5/07/2026			317376
	C-CHECK		VOID CHECK	V	5/22/2026			317486
	C-CHECK		VOID CHECK	V	5/22/2026			317487

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	6			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	6	0.00	0.00	0.00
BANK: * TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 01 Desoto County
 BANK: APBK POOLED CASH ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5891	EXPLOSIVE TOUCH ENTERPRISES, L							
I-0000691	JULY 4, 2026 FIREWORKS BALANCE	D	4/28/2026	13,500.00		005187		13,500.00
4298	FIRST BANKCARD							
I-052026-ACCT 3783	APR 2026 PAYMENT	D	5/04/2026	19,727.73		005195		19,727.73
5897	DESOTO COUNTY UTILITIES							
I-2026007	03-0003	D	5/07/2026	897.00		005197		897.00
3288	FLORIDA DEPT OF REVENUE							
I-202605122954	STATE SALES TAX - APRIL	D	5/12/2026	928.35		005209		928.35
3288	FLORIDA DEPT OF REVENUE							
I-202605122955	APRIL 2026 SALES TAX	D	5/08/2026	1,127.36		005210		1,127.36
0268	CATERPILLAR FINANCIAL							
I-38475437	2030762	D	5/14/2026	3,190.22		005212		3,190.22
3288	FLORIDA DEPT OF REVENUE							
I-202605192985	APRIL 2026	D	5/15/2026	247.60		005222		247.60
0704	DESOTO COUNTY SANITARY LANDFIL							
I-202605192986	APRIL 2026 PYMT FROM FAC MAINT	D	5/05/2026	2,212.20		005223		2,212.20
1621	DESOTO CO. WATER UTILITY							
I-202605192987	APRIL 2026	D	5/05/2026	321.36		005224		321.36
0356	UNITED PARCEL SERVICE							
I-0000FE9095026A	FE9095	E	5/01/2026	23.75		007511		
I-0000FE9095495	FE9095	E	5/01/2026	24.73		007511		
I-0000FE9095515	FE9095	E	5/01/2026	28.38		007511		76.86
0378	WOMACK SANITATION, INC.							
I-00000100477	1052	E	5/01/2026	300.00		007512		
I-0000099960	1054	E	5/01/2026	185.00		007512		485.00
1445	STAPLES ADVANTAGE							
I-6018883235	396428	E	5/01/2026	32.49		007513		
I-6061389706	396428	E	5/01/2026	282.00		007513		
I-6061532059	396428	E	5/01/2026	32.50		007513		346.99
1839	CALLAGHAN TIRE							
I-1609329	431	E	5/01/2026	4,720.66		007514		
I-1609502	431	E	5/01/2026	234.56		007514		4,955.22

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2210	XEROX CORPORATION							
I-024509061	721674687	E	5/01/2026	183.73		007515		
I-024509062	721674687	E	5/01/2026	44.06		007515		
I-024616045	72167487	E	5/01/2026	31.82		007515		
I-024695811	721674687	E	5/01/2026	182.18		007515		
I-024695812	721674687	E	5/01/2026	59.77		007515		
I-024782153	721674687	E	5/01/2026	31.52		007515		
I-024851548	721674687	E	5/01/2026	152.62		007515		
I-024851549	721674687	E	5/01/2026	45.36		007515		
I-024952899	721674687	E	5/01/2026	31.82		007515		
I-025019342	721674687	E	5/01/2026	152.02		007515		
I-025019343	721674687	E	5/01/2026	48.42		007515		
I-025126109	721674687	E	5/01/2026	31.82		007515		
I-025203045	721674687	E	5/01/2026	171.59		007515		
I-025203046	721674687	E	5/01/2026	46.67		007515		
I-025292966	721674687	E	5/01/2026	31.32		007515		
I-025357378	721674687	E	5/01/2026	188.73		007515		
I-025357379	721674687	E	5/01/2026	43.94		007515		
I-025465747	721674687	E	5/01/2026	32.31		007515		
I-025524689	721674687	E	5/01/2026	176.54		007515		
I-025524690	721674687	E	5/01/2026	43.12		007515		
I-025524692	721674687	E	5/01/2026	195.87		007515		1,925.23
4630	LAMAN FIELD MAINTENANCE, LLC							
I-1087	APRIL 2026	E	5/01/2026	1,650.00		007516		1,650.00
5319	AMAZON CAPITAL SERVICES INC.							
I-11JFV3FTQXWG	A2QZQZIX4LDSB5	E	5/01/2026	126.04		007517		
I-164161WF34NW	A2QZQZIX4LDSB5	E	5/01/2026	532.40		007517		
I-17GGCPFM1V1J	A2QZQZIX4LDSB5	E	5/01/2026	23.89		007517		
I-19P6KHFQK7XG	A2QZQZIX4LDSB5	E	5/01/2026	88.97		007517		
I-1CFR3MYDTCWR	A2QZQZIX4LDSB5	E	5/01/2026	19.75		007517		
I-1CFR3MYDTV6Q	A2QZQZIX4LDSB5	E	5/01/2026	332.80		007517		
I-1HTQFHNVK41X	A2QZQZIX4LDSB5	E	5/01/2026	13.89		007517		
I-1TPXDVRKP411	A2QZQZIX4LDSB5	E	5/01/2026	90.00		007517		
I-1TXMQKGY1YTK	A2QZQZIX4LDSB5	E	5/01/2026	48.98		007517		
I-1VGL9L4GL6HD	A2QZQZIX4LDSB5	E	5/01/2026	109.46		007517		1,386.18
0333	PEACE RIVER/MANASOTA							
I-SI000077	UTILITIES	E	5/01/2026	102,074.43		007518		102,074.43
4924	ROGERS PETROLEUM							
I-1232050	DCTRAN-CL	E	5/01/2026	1,572.73		007519		
I-1232142	DCTRAN-CL	E	5/01/2026	1,703.03		007519		
I-1232635	DCTRAN-CL	E	5/01/2026	812.04		007519		
I-1232723	DCTRAN-CL	E	5/01/2026	1,360.13		007519		5,447.93

VENDOR SET: 01 Desoto County
 BANK: APBK POOLED CASH ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4927	ROGERS PETROLEUM							
I-1232220	DCFACIL-CL	E	5/01/2026	134.64		007520		
I-1232631	DCFACIL-CL	E	5/01/2026	208.64		007520		343.28
4928	ROGERS PETROLEUM							
I-1232263	DCEXTEN-CL	E	5/01/2026	47.33		007521		47.33
4933	ROGERS PETROLEUM							
I-1232720	DCENVIR-CL	E	5/01/2026	523.44		007522		523.44
4934	ROGERS PETROLEUM							
I-1232630	DCCODE-CL	E	5/01/2026	40.15		007523		40.15
4935	ROGERS PETROLEUM							
I-1230184	DCANIM-CL	E	5/01/2026	80.20		007524		
I-1230283	DCANIM-CL	E	5/01/2026	154.91		007524		
I-1230389	DCANIM-CL	E	5/01/2026	59.10		007524		
I-1230894	DCANIM-CL	E	5/01/2026	55.20		007524		
I-1231265	DCANIM-CL	E	5/01/2026	117.23		007524		466.64
4942	ROGERS PETROLEUM							
I-1230287	DCPUBAD-CL	E	5/01/2026	21.50		007525		
I-1230288	DCEMS-CL	E	5/01/2026	54.75		007525		
I-1230289	DCFIRE-CL	E	5/01/2026	199.17		007525		
I-1230390	DCPUBAD-CL	E	5/01/2026	68.82		007525		
I-1230391	DCFIRE-CL	E	5/01/2026	29.53		007525		
I-1230407	DCFIRE-CL	E	5/01/2026	205.47		007525		
I-1230434	DCEMS-CL	E	5/01/2026	73.70		007525		
I-1230435	DCFIRE-CL	E	5/01/2026	86.43		007525		
I-1230776	DCPUBAD-CL	E	5/01/2026	216.03		007525		
I-1230777	DCEMS-CL	E	5/01/2026	45.55		007525		
I-1230778	DCFIRE-CL	E	5/01/2026	376.98		007525		
I-1230896	DCFIRE-CL	E	5/01/2026	109.20		007525		1,487.13
0378	WOMACK SANITATION, INC.							
I-0000100058	1365	E	5/08/2026	857.00		007526		
I-0000100513	1054	E	5/08/2026	185.00		007526		
I-0000100555	1186	E	5/08/2026	44.60		007526		
I-0000100615	1365	E	5/08/2026	857.00		007526		
I-0000100622	1660	E	5/08/2026	2,264.00		007526		
I-0000100624	1721	E	5/08/2026	370.00		007526		
I-0000100624A	1721	E	5/08/2026	951.61		007526		
I-0000100644	2159	E	5/08/2026	522.00		007526		6,051.21

VENDOR SET: 01 Desoto County
 BANK: APBK POOLED CASH ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1182	OTHER SIDE SOD CO.. LLC							
I-91823	R&B	E	5/08/2026	62.00		007527		62.00
1413	NABORS, GIBLIN, & NICKERS							
I-2222604902HJE	2026-2027 FIRE AND EMS	E	5/08/2026	1,875.00		007528		1,875.00
1839	CALLAGHAN TIRE							
I-1609331	431	E	5/08/2026	134.87		007529		134.87
3474	MILESTONE PROFESSIONAL SRVS, IN							
I-3492	ASSIST FY 25 AUDIT PREP	E	5/08/2026	2,500.00		007530		2,500.00
4061	RAPID SYSTEMS, INC.							
I-673449	LANDFILL	E	5/08/2026	123.95		007531		
I-673450	PSD	E	5/08/2026	98.00		007531		221.95
4184	DIGITECH COMPUTER, INC							
I-618002772	10075	E	5/08/2026	6,330.32		007532		6,330.32
4984	NEXAIR, LLC							
I-0014581138	P4778	E	5/08/2026	289.10		007533		289.10
5319	AMAZON CAPITAL SERVICES INC.							
C-1TMTXYT41KPT	A2QZQZIX4LDSB5	E	5/08/2026	12.98CR		007534		
I-11MHTFPW6F1M	A2QZQZIX4LDSB5	E	5/08/2026	34.38		007534		
I-17PTKDN33QWH	AA2QZQZIX4LDSB5	E	5/08/2026	20.89		007534		
I-17PTKDN34R6V	A2QZQZIX4LDSB5	E	5/08/2026	369.05		007534		
I-1DKX44JD4YWG	A2QZQZ1X4LDSB5	E	5/08/2026	368.01		007534		
I-1DR3TTHW1PQW	A2QZQZIX4LDSB5	E	5/08/2026	629.99		007534		
I-1DR3TTHW1RRQ	A2QZQZIX4LDSB5	E	5/08/2026	677.63		007534		
I-1DR3TTHW3YTF	A2QZQZIX4LDSB5	E	5/08/2026	49.98		007534		
I-1H3FJJV73GP4	A2QZQZIX4LDSB5	E	5/08/2026	12.98		007534		
I-1HDYT3FL436Q	A2QZQZIX4LDSB5	E	5/08/2026	35.99		007534		
I-1KN4Y9KNPHYL	A2QZQZIX4LDSB5	E	5/08/2026	184.19		007534		
I-1PXX1LG66CXR	A2QZQZ1X4LDSB5	E	5/08/2026	21.77		007534		
I-1Q7DW4Y64TJV	A2QZQZIX4LDSB5	E	5/08/2026	73.68		007534		
I-1QYLVD4H4G6H	A2QZQZIX4LDSB5	E	5/08/2026	501.20		007534		
I-1RXFLD3N3JVP	A2QZQZIX4LDSB5	E	5/08/2026	44.66		007534		
I-1TMLVPFLVJ1Q	A2QZQZ1X4LDSB5	E	5/08/2026	689.69		007534		
I-1XFRGRTN3MGK	A2QZQZIX4LDSB5	E	5/08/2026	38.78		007534		
I-1YGGPQ96QCD1	A2QZQZIX4LDSB5	E	5/08/2026	74.06		007534		3,813.95
5378	THE SOUTHERN GROUP OF FLORIDA,							
I-FL101678	MAY 2026	E	5/08/2026	3,000.00		007535		3,000.00

VENDOR SET: 01 Desoto County
 BANK: APBK POOLED CASH ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6286	GATEWAY REMOVAL SERVICES, LLC							
I-20268611	BODY REMOVAL	E	5/08/2026	400.00		007536		
I-20268630	BODY REMOVAL	E	5/08/2026	400.00		007536		
I-20268644	BODY REMOVAL	E	5/08/2026	400.00		007536		
I-20268661	BODY REMOVAL	E	5/08/2026	400.00		007536		
I-20268671	BODY REMOVAL	E	5/08/2026	400.00		007536		2,000.00
6164	DEBRA WERTZ							
I-202605062938	MAY 2026 BUDGET DRAW	E	5/08/2026	43,657.62		007537		43,657.62
5065	JAMES F. POTTER, SHERIFF							
I-202605042923	MAY BUDGET DRAW	E	5/08/2026	1,626,489.49		007538		
I-202605052926	JOBY BOST	E	5/08/2026	36.00		007538		
I-202605052927	RAFAEL DOSSANTOS	E	5/08/2026	28.00		007538		
I-202605052928	KORD ROGERS	E	5/08/2026	36.00		007538		
I-202605052929	JUSTIN HOLLINGSWORTH	E	5/08/2026	36.00		007538		
I-202605062939	JAG-D & JAG-C GRANT	E	5/08/2026	31,340.00		007538		1,657,965.49
4931	ROGERS PETROLEUM							
I-1232936	DCUTIL-CL	E	5/08/2026	102.53		007539		
I-1232937	DCWAT-CAL	E	5/08/2026	933.34		007539		
I-1232938	DCWAST-CL	E	5/08/2026	1,691.70		007539		2,727.57
4932	ROGERS PETROLEUM							
I-1231184	DCPARK-CL	E	5/08/2026	60.44		007540		
I-1232047	DCPARK-CL	E	5/08/2026	16.53		007540		
I-1232632	DCPARK-CL	E	5/08/2026	450.60		007540		
I-1232900	DCPARK-CL	E	5/08/2026	59.88		007540		587.45
4933	ROGERS PETROLEUM							
I-1232807	DCENVIR-CL	E	5/08/2026	59.96		007541		
I-1233962	DCENVIR-CL	E	5/08/2026	483.62		007541		543.58
4934	ROGERS PETROLEUM							
I-1233342	DCCODE-CL	E	5/08/2026	48.43		007542		
I-1233960	DCCODE-CL	E	5/08/2026	120.56		007542		168.99
4935	ROGERS PETROLEUM							
I-1232139	DCANIM-CL	E	5/08/2026	67.92		007543		
I-1232719	DCANIM-CL	E	5/08/2026	69.52		007543		
I-1233341	DCANIM-CL	E	5/08/2026	180.89		007543		318.33
4941	ROGERS PETROLEUM							
I-1232806	DCENGIN-CL	E	5/08/2026	75.73		007544		
I-1234057	DCENGIN-CL	E	5/08/2026	88.86		007544		164.59

VENDOR SET: 01 Desoto County
 BANK: APBK POOLED CASH ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4942	ROGERS PETROLEUM							
I-1231010	DCFIRE-CL	E	5/08/2026	276.22		007545		
I-1231185	DCPUBAD-CL	E	5/08/2026	123.94		007545		
I-1231290	DCEMS-CL	E	5/08/2026	63.54		007545		
I-1231807	DCPUBAD-CL	E	5/08/2026	305.84		007545		
I-1231808	DCEMS-CL	E	5/08/2026	124.21		007545		
I-1231809	DCFIRE-CL	E	5/08/2026	209.72		007545		
I-1231909	DCEMS-CL	E	5/08/2026	58.58		007545		
I-1232048	DCEMS-CL	E	5/08/2026	110.29		007545		
I-1232221	DCPUBAD-CL	E	5/08/2026	39.92		007545		
I-1232222	DCEMS-CL	E	5/08/2026	192.11		007545		
I-1232264	DCEMS-CL	E	5/08/2026	120.20		007545		
I-1232633	DCPUBAD-CL	E	5/08/2026	66.65		007545		
I-1232721	DCEMS-CL	E	5/08/2026	55.89		007545		
I-1232722	DCFIRE-CL	E	5/08/2026	21.68		007545		
I-1232808	DCPUBAD-CL	E	5/08/2026	161.51		007545		
I-1232809	DCEMS-CL	E	5/08/2026	56.71		007545		
I-1232902	DCPUBAD-CL	E	5/08/2026	166.47		007545		
I-1233344	DCEMS-CL	E	5/08/2026	135.77		007545		
I-1233434	DCEMS-CL	E	5/08/2026	47.07		007545		
I-1233964	DCPUBAD-CL	E	5/08/2026	205.68		007545		
I-1233965	DCEMS-CL	E	5/08/2026	17.42		007545		
I-RP10055821	5128	E	5/08/2026	1,425.66		007545		
I-RP10055822	5128	E	5/08/2026	802.46		007545		4,787.54
0217	SCHOOLBOARD OF DESOTO CO							
I-052026-20251	MAY 2026 AGREEMENT	E	5/08/2026	10,000.00		007546		10,000.00
6360	STELLAR DEVELOPMENT, INC							
I-1	26-03-01ITB	E	5/11/2026	110,710.99		007547		110,710.99
0356	UNITED PARCEL SERVICE							
I-0000FE9095186	FE9095	E	5/15/2026	24.89		007549		
I-0000FE9095196	FE9095	E	5/15/2026	54.87		007549		79.76
0378	WOMACK SANITATION, INC.							
I-0000100532	1124	E	5/15/2026	185.00		007550		
I-0000100918	1052	E	5/15/2026	300.00		007550		485.00
1182	OTHER SIDE SOD CO.. LLC							
I-91959	R&B]	E	5/15/2026	124.00		007551		124.00
1445	STAPLES ADVANTAGE							
I-6062432411	396428	E	5/15/2026	116.99		007552		116.99

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1839	CALLAGHAN TIRE							
I-1612317	431	E	5/15/2026	214.48		007553		214.48
2210	XEROX CORPORATION							
I-025627588	721674687	E	5/15/2026	31.22		007554		31.22
2282	XEROX CORPORATION							
I-025524691	724958178	E	5/15/2026	46.83		007555		46.83
3547	MYAKKA HEATING & COOLING							
I-26807	FACILITIES	E	5/15/2026	6,865.00		007556		6,865.00
4083	CONSOLIDATED ELECTRICAL DISTRI							
I-59501186006	FACILITIES	E	5/15/2026	512.73		007557		512.73
5319	AMAZON CAPITAL SERVICES INC.							
I-11RQVXCL4VWD	A2QZQZIX4LDSB5	E	5/15/2026	36.45		007558		
I-196R36364W9X	A2QZQZIX4LDSB5	E	5/15/2026	398.32		007558		
I-1C4RFG4YVT41	A2QZQZIX4LDSB5	E	5/15/2026	236.03		007558		670.80
5378	THE SOUTHERN GROUP OF FLORIDA,							
I-FL101938	2026 REGISTRATION FEES	E	5/15/2026	90.00		007559		90.00
5867	QUIET WATER CONSTRUCTION LLC							
I-202605112951	UTILITIES	E	5/15/2026	1,800.00		007560		1,800.00
6162	SARASOTA WRAPS, INC							
I-202605132964	PSD	E	5/15/2026	1,725.00		007561		1,725.00
5694	GREEN STREET ASSOCIATES, LLC							
I-202605112952	APRIL 2026	E	5/15/2026	14,531.25		007562		14,531.25
4924	ROGERS PETROLEUM							
I-1232811	DCTRAN-CL	E	5/15/2026	1,042.06		007563		
I-1232904	DCTRAN-CL	E	5/15/2026	1,791.96		007563		
I-1233967	DCTRAN-CL	E	5/15/2026	1,253.96		007563		
I-1234061	DCTRAN-CL	E	5/15/2026	1,162.13		007563		
I-1234223	DCTRAN-CL	E	5/15/2026	780.75		007563		
I-1234489	DCTRAN-CL	E	5/15/2026	2,304.85		007563		
I-1235263	DCTRAN-CL	E	5/15/2026	923.12		007563		
I-1235376	DCTRAN-CL	E	5/15/2026	1,063.60		007563		10,322.43
4927	ROGERS PETROLEUM							
I-1233343	DCFACIL-CL	E	5/15/2026	67.01		007564		
I-1233963	DCFACIL-CL	E	5/15/2026	95.51		007564		
I-1234058	DCFACIL-CL	E	5/15/2026	102.52		007564		
I-1235260	DCFACIL-CL	E	5/15/2026	84.69		007564		349.73

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4929	ROGERS PETROLEUM							
I-1232046	DCDEVEL-CL	E	5/15/2026	65.96		007565		
I-1232140	DCDEVEL-CL	E	5/15/2026	76.80		007565		
I-1232805	DCDEVEL-CL	E	5/15/2026	81.63		007565		
I-1233961	DCDEVEL-CL	E	5/15/2026	60.04		007565		
I-1234056	DCDEVEL-CL	E	5/15/2026	87.74		007565		372.17
4930	ROGERS PETROLEUM							
I-1232899	DCEMERG-CL	E	5/15/2026	62.57		007566		62.57
4933	ROGERS PETROLEUM							
I-1234586	DCENVIR-CL	E	5/15/2026	484.73		007567		484.73
4937	ROGERS PETROLEUM							
I-1232629	DCADMIN-CL	E	5/15/2026	45.56		007568		
I-1234054	DCADMIN-CL	E	5/15/2026	42.31		007568		87.87
4942	ROGERS PETROLEUM							
I-1234059	DCPUBAD-CL	E	5/15/2026	82.38		007569		
I-1234221	DCPUBAD-CL	E	5/15/2026	93.88		007569		
I-1234486	DCPUBAD-CL	E	5/15/2026	69.85		007569		
I-1234587	DCPUBAD-CL	E	5/15/2026	76.84		007569		
I-1234623	DCEMS-CL	E	5/15/2026	79.62		007569		
I-1235261	DCPUBAD-CL	E	5/15/2026	92.33		007569		494.90
4236	THE WEILER ENGINEERING CORPOR							
I-3795	DES008-0628350-25014179	E	5/15/2026	11,872.60		007570		
I-3796	DES008-0628350-25014196	E	5/15/2026	14,002.40		007570		
I-3811	23052.004	E	5/15/2026	10,757.25		007570		
I-3813	DES008-0628350-25012091	E	5/15/2026	68,360.60		007570		
I-3814	DES008-AAAA350-25009074	E	5/15/2026	6,395.00		007570		
I-3822	25013758	E	5/15/2026	14,198.75		007570		
I-3823	25013758	E	5/15/2026	240.00		007570		125,826.60
6361	INLINER SOLUTIONS LLC							
I-1	25-12-00	E	5/15/2026	100,109.50		007571		100,109.50
5905	VIKING DIVING SERVICES, INC							
I-2	MT040	E	5/15/2026	554,819.41		007572		554,819.41
1	Nancy Dodson							
I-202501080654	N DODSON DOG TRAP	V	1/09/2025	20.00		312626		20.00

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1	Nancy Dodson	UNPOST						
M-CHECK	Nancy Dodson	UNPOST V	5/19/2026			312626		20.00CR
5203	SANDERS LABORATORIES, INC							
I-89854	DESOTO PARKS & REC-DW	V	4/23/2026	50.00		317204		
I-89855	DESOTO PARKS & REC-DW	V	4/23/2026	50.00		317204		100.00
5203	SANDERS LABORATORIES, INC							
M-CHECK	SANDERS LABORATORIES, INUNPOST	V	5/06/2026			317204		100.00CR
0408	ALERT PLUMBING SERVICE SPECIAL							
I-1660	PARKS	R	4/30/2026	496.00		317221		496.00
0824	ANIMAL ARK OF ARCADIA							
I-777114103	ANIMAL CONTROL	R	4/30/2026	218.47		317222		
I-777114318	ANIMAL CONTROL	R	4/30/2026	247.81		317222		466.28
5654	AUTO ZONE STORES, INC							
I-01088291877	11356068	R	4/30/2026	5.81		317223		
I-01088292930	11356068	R	4/30/2026	30.21		317223		36.02
0233	BARTOW FORD							
I-192553	375371	R	4/30/2026	289.00		317224		
I-192670	375371	R	4/30/2026	590.00		317224		879.00
1	BCBS OF FLORIDA							
I-39504	Q1000012576895	R	4/30/2026	483.48		317225		483.48
4752	BEST LINE OIL COMPANY							
I-610413	1894	R	4/30/2026	997.50		317226		997.50
0974	CARDINAL HEALTH 110, INC							
I-7467424564	2052028004	R	4/30/2026	24.54		317227		
I-7467632962	2052028004	R	4/30/2026	477.08		317227		
I-7467632963	2052028004	R	4/30/2026	17.30		317227		
I-7468309445	2052028004	R	4/30/2026	52.95		317227		571.87
3635	CINTAS CORPORATION NO.2							
I-4267216475	24030035	R	4/30/2026	35.00		317228		
I-4267216606	24060156	R	4/30/2026	259.96		317228		
I-5331597409	24049758	R	4/30/2026	12.65		317228		307.61
0084	CITY OF ARCADIA,							
I-202604292906	0000965327-002877154	R	4/30/2026	773.17		317229		
I-202604292907	00009653326-002877144	R	4/30/2026	1,356.24		317229		
I-202604292908	0000965153-002875414	R	4/30/2026	220.08		317229		
I-202604292909	0000965151-002875394	R	4/30/2026	134.02		317229		
I-202604292910	000095151-002981309	R	4/30/2026	876.76		317229		

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I-202604292911	0000965151-002981319	R	4/30/2026	70.42		317229		
I-202604292912	0000965150-002875384	R	4/30/2026	201.72		317229		
I-202604302921	0000965152-002875404	R	4/30/2026	78.18		317229		3,710.59
4612	COMCAST COMMUNICATIONS							
I-202604272888	8535 10 063 0102411	R	4/30/2026	164.95		317230		164.95
4745	COPY LIFE INC.							
I-AR121237	DC05	R	4/30/2026	129.97		317231		129.97
2724	CULLIGAN WATER							
I-1382858	1173883	R	4/30/2026	70.62		317232		70.62
4919	CYPRESS SUPPLY, INC.							
I-135349	10007	R	4/30/2026	135.42		317233		135.42
1158	DESOTO SIGN CO							
I-7748	PLANNING	R	4/30/2026	122.00		317234		122.00
1	DIANNE J ELIAS							
I-40099	40099	R	4/30/2026	12.96		317235		12.96
5757	DYNAMIC EQUIPMENT GROUP							
I-P88382	BOC702	R	4/30/2026	193.73		317236		193.73
1196	EAGLE FENCE COMPANY							
I-10763	ANIMAL CONTROL	R	4/30/2026	250.00		317237		250.00
6146	ECO CLEAN MAINTENANCE, INC							
I-14900	APRIL 2026	R	4/30/2026	3,425.00		317238		
I-14901	APRIL 2026	R	4/30/2026	2,574.00		317238		
I-14902	APRIL 2026	R	4/30/2026	857.00		317238		6,856.00
6203	ENGINEERED COATINGS SOLUTIONS, UTILITIES							
I-491		R	4/30/2026	14,400.00		317239		14,400.00
6341	EUROFINS DRINKING WATER & WAST							
I-89980	DESOTO WTP	R	4/30/2026	488.00		317240		488.00
6127	EVERGLADES EQUIPMENT GROUP							
I-P0861259	DESOT007	R	4/30/2026	131.48		317241		131.48
0306	FENDER AUTO PARTS INC							
I-083423	R&B	R	4/30/2026	5.45		317242		
I-083582	R&B	R	4/30/2026	58.48		317242		
I-083931	R&B	R	4/30/2026	19.95		317242		
I-084175	R&B	R	4/30/2026	17.06		317242		100.94

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6092	FETTERS KEEP CREATING							
I-0597	PSD	R	4/30/2026	1,115.00		317243		
I-0619	PSD	R	4/30/2026	3,041.00		317243		4,156.00
0314	FLORIDA POWER & LIGHT							
I-202604292914	FLORIDA POWER & LIGHT	R	4/30/2026	56,525.05		317244		56,525.05
1391	GRAINGER INC							
I-9888347029	851295683	R	4/30/2026	215.90		317245		
I-9888347037	851295683	R	4/30/2026	28.96		317245		244.86
4900	HAWKINS, INC							
I-7400074	292984	R	4/30/2026	2,699.50		317246		
I-7401432	292984	R	4/30/2026	2,287.50		317246		4,987.00
3000	HILLS PET NUTRITION ,INC							
I-256739298	726022	R	4/30/2026	159.54		317247		159.54
1	HUMANA							
I-40561	820260500564378	R	4/30/2026	104.86		317248		104.86
1	HUMANA							
I-596000579D	596000579 D	R	4/30/2026	1,006.21		317249		1,006.21
6125	HYATT SURVEY SERVICES, INC							
I-10830	24-2905	R	4/30/2026	7,391.25		317250		
I-10858	24-2905-105	R	4/30/2026	14,660.00		317250		
I-10876	24-2905	R	4/30/2026	13,075.00		317250		
I-10939	24-2905	R	4/30/2026	8,922.50		317250		44,048.75
3930	JAMAR TECHNOLOGIES, INC							
I-0069724	13630	R	4/30/2026	365.64		317251		365.64
1	JIMBREEL MOHAMMED							
I-40777	40777	R	4/30/2026	133.65		317252		133.65
0462	KENT ADHESIVE PRODUCTS CO							
I-1511035	17300	R	4/30/2026	158.70		317253		158.70
4360	KIMBALL MIDWEST							
I-104391817	784607	R	4/30/2026	183.24		317254		183.24
6151	MARIE NEMBARD							
I-202604272889	TUITION REIMBURSEMENT	R	4/30/2026	1,026.00		317255		1,026.00

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6158	MARLA GIBSON							
I-202604292913	TRAVEL VOUCHER	R	4/30/2026	146.00		317256		146.00
3604	NAFECO, INC.							
I-1412189	DES095	R	4/30/2026	34.50		317257		34.50
5006	O'REILLY AUTO PARTS							
I-5069214933	2192285	R	4/30/2026	112.98		317258		
I-5069215004	2192285	R	4/30/2026	109.97		317258		
I-5069215984	2192285	R	4/30/2026	16.70		317258		
I-5069216053	2192285	R	4/30/2026	3.52		317258		
I-5069216064	2192285	R	4/30/2026	13.19		317258		
I-5069216091	2192285	R	4/30/2026	24.72		317258		
I-5069216111	2192285	R	4/30/2026	149.99		317258		431.07
5766	ODP BUSINESS SOLUTIONS, LLC							
I-462986034001	27272349	R	4/30/2026	400.18		317259		
I-465862454001	27272349	R	4/30/2026	95.42		317259		
I-467045708001	27272349	R	4/30/2026	290.74		317259		786.34
6078	PATRICK STAYE							
I-202604272890	FUEL REIMBURSEMENT	R	4/30/2026	46.00		317260		46.00
1803	SAFETY PRODUCTS INC							
I-2026138419	DES36	R	4/30/2026	539.30		317261		539.30
4775	SANTANDER LEASING, LLC							
I-20701006	002-0027669-000	R	4/30/2026	9,568.92		317262		9,568.92
0587	SOUTH FLORIDA STATE COLLEGE							
I-A0059783	PSD	R	4/30/2026	2,433.24		317263		
I-A0061396	PSD	R	4/30/2026	1,721.72		317263		4,154.96
5314	SPECIAL MARKETS INS CONSULTANT							
I-176835	VOLUNTEER ACCIDENT POLICY	R	4/30/2026	500.00		317264		500.00
3800	STATE CHEMICAL							
I-904185825	738187	R	4/30/2026	239.74		317265		239.74
5280	STEVE RICKARD							
I-202604272887	TRAVEL VOUCHER	R	4/30/2026	168.00		317266		168.00
4743	SUN COAST PRESS							
I-4546	EM	R	4/30/2026	2,080.02		317267		2,080.02

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1464	SUN STATE INT'L TRUCKS,LLC							
I-X40018643201	10600	R	4/30/2026	47.70		317268		47.70
1	SUNSHINE STATE HEALTH PLA							
I-39831	Y287	R	4/30/2026	152.73		317269		152.73
0697	THE SUN							
I-3986141	379254	R	4/30/2026	169.40		317270		169.40
0697	THE SUN							
I-3986142	379254	R	4/30/2026	580.80		317271		580.80
0697	THE SUN							
I-3987748	379254	R	4/30/2026	1,470.15		317272		1,470.15
0697	THE SUN							
I-3988252	379254	R	4/30/2026	726.00		317273		726.00
0697	THE SUN							
I-3988253	379254	R	4/30/2026	580.80		317274		580.80
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038069544	450-0112216-002	R	4/30/2026	149.72		317275		149.72
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-50384284-0112216	450-0112216-002	R	4/30/2026	125.04		317276		125.04
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038502113	450-0112216-001	R	4/30/2026	265.88		317277		265.88
5879	USA BLUEBOOK							
I-INV01028557	959717	R	4/30/2026	115.01		317278		115.01
5025	VISION ACE HARDWARE, LLC							
I-406802	920174	R	4/30/2026	30.93		317279		
I-406840	920174	R	4/30/2026	27.56		317279		58.49
5027	VISION ACE HARDWARE, LLC							
I-406767	920161	R	4/30/2026	73.98		317280		
I-406789	920161	R	4/30/2026	18.75		317280		
I-406810	920161	R	4/30/2026	13.99		317280		
I-406819	920161	R	4/30/2026	22.58		317280		
I-406831	920161	R	4/30/2026	4.99		317280		
I-406881	920161	R	4/30/2026	15.98		317280		
I-406884	9920161	R	4/30/2026	49.99		317280		
I-406911	920161	R	4/30/2026	29.17		317280		
I-406954	920161	R	4/30/2026	18.98		317280		
I-406964	920161	R	4/30/2026	106.84		317280		355.25

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5030	VISION ACE HARDWARE, LLC.							
I-406774	920165	R	4/30/2026	18.98		317281		18.98
6365	A QUALITY CUSTOM WINDOW TINTIN EM							
I-74724		R	5/07/2026	2,153.00		317297		2,153.00
5016	AMERICAN WATER CHEMICALS INC.							
I-52264731	C000895	R	5/07/2026	2,820.00		317298		
I-52264741	C000895	R	5/07/2026	2,820.00		317298		5,640.00
5654	AUTO ZONE STORES, INC							
I-01088340253	11356068	R	5/07/2026	39.76		317299		
I-01088341126	11356068	R	5/07/2026	50.14		317299		89.90
1139	BOB DEAN SUPPLY INC							
I-1999316	000004115	R	5/07/2026	78.96		317300		78.96
0950	BUFFALO GRAFFIX INC							
I-550771	7850	R	5/07/2026	299.04		317301		299.04
0974	CARDINAL HEALTH 110, INC							
I-7469653819	2052028004	R	5/07/2026	826.44		317302		
I-7469653820	2052028004	R	5/07/2026	187.28		317302		1,013.72
3848	CENTURYLINK							
I-202605072943	466944438	R	5/07/2026	100.97		317303		100.97
3635	CINTAS CORPORATION NO.2							
I-4267371683	24049758	R	5/07/2026	54.48		317304		
I-4267975251	24060156	R	5/07/2026	259.96		317304		
I-4267975363	24030035	R	5/07/2026	35.00		317304		
I-4268126063	24049758	R	5/07/2026	61.34		317304		
I-8408306948	24030035	R	5/07/2026	34.81		317304		445.59
0084	CITY OF ARCADIA,							
I-202605062940	0300001772-002890684	R	5/07/2026	864.13		317305		864.13
4745	COPY LIFE INC.							
I-52026-DCO4	APR26	R	5/07/2026	240.59		317306		
I-AR121497	DC06	R	5/07/2026	133.00		317306		
I-AR121518	CF0375	R	5/07/2026	242.21		317306		615.80
2724	CULLIGAN WATER							
I-1391212	1020379	R	5/07/2026	46.50		317307		
I-1394653	1013721	R	5/07/2026	24.00		317307		
I-1395230	1173883	R	5/07/2026	20.37		317307		90.87

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1	DAVID MAGANA CARRILLO							
I-202605052931	CARILLLO	R	5/07/2026	100.00		317308		100.00
0645	DEMCO, INC.							
I-7801311	710142533	R	5/07/2026	1,630.03		317309		1,630.03
0229	DESOTO FORD AUTOMALL INC							
I-5024773	PSD	R	5/07/2026	23.38		317310		23.38
1416	DESOTO CO PUBLIC HEALTH							
I-202605062933	JUSTIN HOLLINGSWORTH	R	5/07/2026	105.00		317311		
I-202605062934	JOBY BOST	R	5/07/2026	105.00		317311		
I-202605062936	COLIN NOBLES	R	5/07/2026	105.00		317311		
I-202605062937	BRETT DUCHARME	R	5/07/2026	105.00		317311		420.00
5015	DUVAL ASPHALT PRODUCTS, INC							
I-07514964	DES002	R	5/07/2026	5,938.08		317312		
I-07514964A	DES002	R	5/07/2026	138.06		317312		6,076.14
6041	ELITE COMMERCIAL DOOR, INC							
I-5933	FACILITIES	R	5/07/2026	1,078.00		317313		1,078.00
1	ERICA BARAJAS							
I-202605052930	BARAJAS DEPOSIT	R	5/07/2026	300.00		317314		300.00
6341	EUROFINS DRINKING WATER & WAST							
I-89854	DESOTO PARKS & REC-DW	R	5/07/2026	50.00		317315		
I-89855	DESOTO PARKS & REC-DW	R	5/07/2026	50.00		317315		
I-90087	DESOTO WWTP	R	5/07/2026	83.00		317315		183.00
6127	EVERGLADES EQUIPMENT GROUP							
I-P0861527	DESOT007	R	5/07/2026	181.53		317316		181.53
0306	FENDER AUTO PARTS INC							
I-083257	167	R	5/07/2026	46.95		317317		
I-083264	167	R	5/07/2026	92.51		317317		
I-083396	LANDFILL	R	5/07/2026	437.04		317317		
I-083479	167	R	5/07/2026	146.50		317317		
I-083657	167	R	5/07/2026	483.80		317317		
I-084448	LANDFILL	R	5/07/2026	423.40		317317		1,630.20
0605	FENDERS TIRE & BATTERY, INC.							
I-72635	207	R	5/07/2026	15.00		317318		15.00

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0418	FLORIDA SPRING & AXLE SERVICE							
I-541428	24450	R	5/07/2026	3.73		317319		3.73
6330	GG PARTS AND SUPPLIES							
I-1547	LANDFILL	R	5/07/2026	742.50		317320		742.50
5452	GRAINGER, INC							
I-9899321401	887348975	R	5/07/2026	278.30		317321		278.30
1395	GRAY ROBINSON							
I-11357173	ATTORNEY SERVICES	R	5/07/2026	302.50		317322		
I-11357174	ATTORNEY SERVICES	R	5/07/2026	3,245.00		317322		3,547.50
2108	HARDEE ANIMAL CLINIC							
I-378839	6205	R	5/07/2026	37.00		317323		37.00
0569	HARDEE COUNTY BOCC							
I-93	75	R	5/07/2026	684.00		317324		684.00
4900	HAWKINS, INC							
I-7406186	292984	R	5/07/2026	1,054.00		317325		
I-7412702	292984	R	5/07/2026	5,111.50		317325		6,165.50
6033	HD SUPPLY FACILITIES MAINTENAN							
I-9248336294	15786388	R	5/07/2026	2,061.18		317326		2,061.18
1565	JONES SUPPLY A.I. S&S INC							
I-INV23099	EXT	R	5/07/2026	92.00		317327		92.00
4360	KIMBALL MIDWEST							
I-104417207	784607	R	5/07/2026	50.75		317328		50.75
0423	KNIGHT SUPPLY OF							
I-101662	UTILITIES	R	5/07/2026	125.67		317329		125.67
4864	LEAF							
I-20206892-3458108	100-3458108-007	R	5/07/2026	136.72		317330		136.72
4864	LEAF							
I-20208019-13545158	100-4333359-006	R	5/07/2026	120.12		317331		120.12
5929	LESYANI MARTINEZ							
I-INV0503202601	DETAILED CAR WASH	R	5/07/2026	130.00		317332		130.00

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4427	LIBBY BROWN							
I-052026-REIMB	INSURANCE REIMBURSEMENT	R	5/07/2026	25.10		317333		25.10
6352	MAPPING SOLUTIONS GIS, INC.							
I-41768	CODE ENFORCEMENT	R	5/07/2026	2,307.20		317334		2,307.20
5779	MWI ANIMAL HEALTH, CO							
I-67549493	290807	R	5/07/2026	59.42		317335		
I-67553740	209807	R	5/07/2026	426.48		317335		485.90
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-202605042922	RECORDING FEES	R	5/07/2026	28.50		317336		28.50
5739	NAPA AUTO PARTS							
I-159055	R&B	R	5/07/2026	48.48		317337		48.48
6327	NEWEGG BUSINESS INC							
I-1305947661	111829233	R	5/07/2026	2,983.91		317338		2,983.91
5006	O'REILLY AUTO PARTS							
I-5069215037	2907108	R	5/07/2026	26.37		317339		
I-5069217277	2192285	R	5/07/2026	33.28		317339		59.65
6114	ORLANDO FREIGHTLINER, INC							
I-XB8017	5KKHBPFMXVPXB8017	R	5/07/2026	198,272.00		317340		198,272.00
4771	RICOH USA, INC.							
I-5073148808	3769473	R	5/07/2026	54.87		317341		54.87
3789	RYAN'S CLEANING SERVICE.INC							
I-140	APRIL 2026	R	5/07/2026	800.00		317342		800.00
6283	S & S PLUMBING LLC							
I-811	PSD	R	5/07/2026	125.00		317343		125.00
6119	SARASOTA CO. BOARD OF COUNTY C							
I-2601	1ST QTR 2026	R	5/07/2026	4,167.94		317344		4,167.94
6159	SC MOBILE REPAIR LLC							
I-6743	R&B	R	5/07/2026	32.95		317345		32.95
6309	SCHAEFFER MFG CO							
I-MAF1514INV1	8064028	R	5/07/2026	1,621.58		317346		1,621.58

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5589	SITECH NORTH AND CENTRAL FL, L							
I-117185	DES201	R	5/07/2026	14,191.03		317347		14,191.03
0259	SMITH'S RANCH & GARDEN							
I-135679	5142224	R	5/07/2026	53.47		317348		
I-137569	5142224	R	5/07/2026	68.08		317348		
I-137618	5142224	R	5/07/2026	3.75		317348		
I-138267	5142224	R	5/07/2026	176.89		317348		302.19
2940	SOUTHERN OXYGEN & WELDING SUPP							
I-0000011654	DC4842	R	5/07/2026	963.47		317349		963.47
6380	SPACE EXPLORATION TECHNOLOGIES							
I-INVDFUSA9KSYI6SDP5	ACC-DF-12213798-59365-57	R	5/07/2026	118.13		317350		118.13
5780	SPARKLY SUNSHINE CLEANING SERV							
I-00048	APRIL 20226	R	5/07/2026	200.00		317351		200.00
1464	SUN STATE INT'L TRUCKS,LLC							
I-X40018686101	10600	R	5/07/2026	77.02		317352		
I-X40018686401	10600	R	5/07/2026	352.64		317352		
I-X40018698301	10600	R	5/07/2026	352.64		317352		
I-X40018705401	10600	R	5/07/2026	349.22		317352		1,131.52
4805	SUNCOAST PRINT & PROMOTIONS, I							
I-424146	0001	R	5/07/2026	150.00		317353		150.00
6090	SUPER T LLC							
I-3052	PSD	R	5/07/2026	716.10		317354		
I-3238	PSD	R	5/07/2026	546.59		317354		1,262.69
6068	T-MOBILE USA, INC							
I-202605062942	998198432	R	5/07/2026	77.25		317355		77.25
4098	THE AVANTI COMPANY, INC.							
I-139110	UTILITIES	R	5/07/2026	83,600.00		317356		83,600.00
0697	THE SUN							
I-3988766	413794	R	5/07/2026	40.04		317357		40.04
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038135285	450-0112216-000	R	5/07/2026	227.48		317358		227.48

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3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038236744	450-0112216-006	R	5/07/2026	243.91		317359		243.91
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038265649	450-0112216-007	R	5/07/2026	427.37		317360		427.37
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038464472	450-0112216-009	R	5/07/2026	137.59		317361		137.59
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038464472A	450-0112216-009	R	5/07/2026	26.65		317362		26.65
5144	TROPIC SUPPLY, INC							
I-811194700	1318825	R	5/07/2026	3.38		317363		3.38
5879	USA BLUEBOOK							
I-INV01028889	959717	R	5/07/2026	12,556.05		317364		12,556.05
6063	VERATHON MEDICAL							
C-81214210	80062395	R	5/07/2026	748.00CR		317365		
I-81376243	80062395	R	5/07/2026	1,756.87		317365		
I-81376247	80062395	R	5/07/2026	1,760.00		317365		
I-81376342	80062395	R	5/07/2026	1,760.00		317365		4,528.87
5025	VISION ACE HARDWARE, LLC							
I-407171	920174	R	5/07/2026	48.20		317366		
I-407171A	920174	R	5/07/2026	23.74		317366		71.94
5026	VISION ACE HARDWARE, LLC							
I-406700	920175	R	5/07/2026	81.32		317367		
I-406701	920175	R	5/07/2026	37.38		317367		
I-406744	920175	R	5/07/2026	49.69		317367		
I-406759	920175	R	5/07/2026	45.00		317367		213.39
5027	VISION ACE HARDWARE, LLC							
C-407085	920161	R	5/07/2026	2.40CR		317368		
I-405264	920161	R	5/07/2026	43.56		317368		
I-405971	920161	R	5/07/2026	73.97		317368		
I-406885	920161	R	5/07/2026	22.98		317368		
I-406980	920161	R	5/07/2026	28.97		317368		
I-406994	920161	R	5/07/2026	35.52		317368		
I-407014	920161	R	5/07/2026	21.73		317368		
I-407050	920161	R	5/07/2026	50.93		317368		
I-407070	920161	R	5/07/2026	55.55		317368		
I-407074	920161	R	5/07/2026	43.00		317368		
I-407114	920161	R	5/07/2026	53.99		317368		427.80

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5028	VISION ACE HARDWARE, LLC							
I-406703	920171	R	5/07/2026	9.99		317369		9.99
5030	VISION ACE HARDWARE, LLC.							
I-407044	920165	R	5/07/2026	15.99		317370		15.99
5400	VOIANCE LANGUAGE SERVICES, LLC							
I-SUMINV0594810426	59481	R	5/07/2026	44.50		317371		44.50
5162	WATER BOY, INC							
I-00612041	009447	R	5/07/2026	4.85		317372		
I-00612605	037855	R	5/07/2026	9.90		317372		14.75
2464	WESCO TURF, INC.							
I-41345492	203987	R	5/07/2026	140.35		317373		140.35
5084	WIDEIKIS, BENEDICT & BERNTSSON							
I-38834	15.0000	R	5/07/2026	295.00		317374		295.00
6020	ZAMORAS LAWN & LANDSCAPE LLC							
I-CI3797-454	MOWING ADMIN BUILDING, ETC	R	5/07/2026	2,762.50		317375		
I-CI3799-453	MOWING COURTHOUSE	R	5/07/2026	543.33		317375		
I-CI3839	452	R	5/07/2026	1,515.00		317375		
I-CI3850	28	R	5/07/2026	140.00		317375		
I-CI3854	30	R	5/07/2026	300.00		317375		5,260.83
1	KYNER, LETICIA							
I-000202605062932	US REFUND	R	5/07/2026	137.80		317377		137.80
1	HOLLIMAN, MARCUS							
I-000202605062941	US REFUND	R	5/07/2026	844.04		317378		844.04
4895	NADIA DAUGHTREY, CLERK OF COUR							
I-202605112949	RECORDING FEES	R	5/12/2026	146.00		317379		
I-202605112950	RECORDING FEES	R	5/12/2026	163.00		317379		309.00
5811	AC DISASTER CONSULTING, LLC							
I-02410	DESOTO COUNTY BOCC	R	5/14/2026	1,092.50		317380		1,092.50
6355	ACCENT IMAGING INC.							
I-IN7864790	99348	R	5/14/2026	28,891.98		317381		28,891.98
2690	ARCADIA DO IT BEST HARDWARE							
I-B267181	61220	R	5/14/2026	11.68		317382		11.68

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2242	B SEE SOUND							
I-I26012	ADMIN	R	5/14/2026	150.00		317383		150.00
3637	BATTERIES PLUS							
I-P88511975	FACILITIES	R	5/14/2026	124.70		317384		124.70
4819	CAMILA CARPET, LLC							
I-202605132957	34 BALDWIN CARPET	R	5/14/2026	7,426.75		317385		7,426.75
0974	CARDINAL HEALTH 110, INC							
I-7468803238	2052028004	R	5/14/2026	562.39		317386		
I-7468803238A	2052028004	R	5/14/2026	92.90		317386		655.29
3848	CENTURYLINK							
I-202605132965	446067989	R	5/14/2026	145.97		317387		145.97
5655	CHARLOTTE COUNTY BOARD OF COUN							
I-FY2526007APR2026	LANDIFLL	R	5/14/2026	999.90		317388		999.90
3635	CINTAS CORPORATION NO.2							
I-4268723315	24030035	R	5/14/2026	35.00		317389		
I-4268723436	24060156	R	5/14/2026	259.96		317389		294.96
0084	CITY OF ARCADIA,							
I-202605132962	0000968225-002906134	R	5/14/2026	822.71		317390		
I-202605132966	0000967580-002899684	R	5/14/2026	2,566.17		317390		
I-202605132967	0000967584-002899724	R	5/14/2026	1,668.36		317390		
I-202605132968	0000967579-002899674	R	5/14/2026	703.55		317390		
I-202605132969	0000967577-002899654	R	5/14/2026	2,290.70		317390		
I-202605132970	0000967582-002899704	R	5/14/2026	102.98		317390		
I-202605132971	0000967576-002899644	R	5/14/2026	224.05		317390		
I-202605132972	0000967583-002899714	R	5/14/2026	220.61		317390		
I-202605132973	0000967581-002899694	R	5/14/2026	115.41		317390		8,714.54
3976	COMCAST							
I-27054195-939776438	MAY 26 PAYMENT	R	5/14/2026	1,681.87		317391		1,681.87
6323	CONTROLS AND WEIGHING SYSTEMS							
I-59768	LANDFILL	R	5/14/2026	102,750.00		317392		102,750.00
4745	COPY LIFE INC.							
I-AR113081A	CF1044	R	5/14/2026	21.56		317393		
I-AR116709	CF1044	R	5/14/2026	31.50		317393		
I-AR118344	CF1044	R	5/14/2026	15.00		317393		
I-AR119411	CF1044	R	5/14/2026	31.50		317393		
I-AR120430	CF1044	R	5/14/2026	31.50		317393		
I-AR121233	CF1045	R	5/14/2026	64.68		317393		
I-AR121554	CF1044	R	5/14/2026	31.50		317393		227.24

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5154	CORE & MAIN LP							
I-Y924522	164427	R	5/14/2026	7,374.00		317394		7,374.00
1104	COX PEST CONTROL INC							
I-343957	117749	R	5/14/2026	40.00		317395		40.00
2724	CULLIGAN WATER							
C-1382701	1176060	R	5/14/2026	4.25CR		317396		
I-1393495	1013721	R	5/14/2026	152.25		317396		
I-1395438	1176060	R	5/14/2026	36.99		317396		184.99
4528	DESOTO COUNTY TEEN COURT							
I-202605132974	APRIL 2026	R	5/14/2026	815.30		317397		815.30
0306	FENDER AUTO PARTS INC							
I-085054	168	R	5/14/2026	268.89		317398		
I-085390	168	R	5/14/2026	155.40		317398		
I-085538	LANDFILL	R	5/14/2026	48.50		317398		
I-085563	168	R	5/14/2026	239.80		317398		712.59
3877	FRED'S HYDRAULIC HOSE							
I-3157	R&B	R	5/14/2026	309.07		317399		309.07
2132	GALE GROUP, INC							
I-20038003	100302291	R	5/14/2026	1,631.61		317400		1,631.61
5430	GINA'S POOL SERVICE OF ARCADIA							
I-3460045	585-000036	R	5/14/2026	25.00		317401		25.00
0456	HOME DEPOT CREDIT SVCS							
I-113510	6035 3225 0133 4068	R	5/14/2026	47.00		317402		
I-1810980	00009	R	5/14/2026	352.00		317402		
I-2890831	00009	R	5/14/2026	299.00		317402		
I-3905277	00009	R	5/14/2026	179.00		317402		
I-5624221	00009	R	5/14/2026	159.96		317402		
I-8610025	00009	R	5/14/2026	179.00		317402		
I-906020	6035 3225 0133 4068	R	5/14/2026	6.94		317402		
I-9241888	6035 3225 0133 4068	R	5/14/2026	82.80		317402		1,305.70
6149	INDIGITAL							
I-24790	SHERIFF'S OFFICE	R	5/14/2026	44,300.45		317403		44,300.45
0423	KNIGHT SUPPLY OF							
I-101525	FACILITIES	R	5/14/2026	207.60		317404		
I-101814	FACILITIES	R	5/14/2026	34.81		317404		242.41

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6110	LEVEL 3 COMMUNICATIONS, LLC							
I-784239101	5-CLKDKLRG	R	5/14/2026	2,757.26		317405		
I-784239101A	5-CLKDKLRG	R	5/14/2026	750.99		317405		
I-784239101B	5-CLKDKLRG	R	5/14/2026	649.11		317405		4,157.36
0425	METAL CULVERTS INC							
I-INV52206	R&B	R	5/14/2026	1,290.00		317406		1,290.00
6379	MOTION PICTURE LICENSING CORPO							
I-504472274	MPLC LICENSE	R	5/14/2026	2,738.00		317407		2,738.00
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-202605132958	RECORDING FEES	R	5/14/2026	18.50		317408		18.50
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-202605132959	RECORDING FEES	R	5/14/2026	18.50		317409		18.50
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-202605132960	RECORDING FEES	R	5/14/2026	18.50		317410		18.50
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-202605132961	RECORDING FEES	R	5/14/2026	18.50		317411		18.50
5739	NAPA AUTO PARTS							
I-159436	831	R	5/14/2026	323.02		317412		
I-160096	831	R	5/14/2026	55.70		317412		378.72
5006	O'REILLY AUTO PARTS							
I-5069218857	2192285	R	5/14/2026	17.57		317413		
I-5069218859	2192285	R	5/14/2026	228.21		317413		
I-5069218885	2192285	R	5/14/2026	52.18		317413		297.96
5766	ODP BUSINESS SOLUTIONS, LLC							
I-467401780001	27272349	R	5/14/2026	173.40		317414		
I-468173306001	27272349	R	5/14/2026	62.50		317414		235.90
0331	PEACE RIVER ELECTRIC CORP							
I-202605132963	97457001	R	5/14/2026	545.81		317415		545.81
3324	PEACE RIVER SHOPPER							
I-228380	LANDFILL	R	5/14/2026	432.00		317416		
I-228381	LANDFILL	R	5/14/2026	259.00		317416		691.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6191	PREFERRED GATE SYSTEMS							
I-781	LANDFILL	R	5/14/2026	255.00		317417		255.00
3789	RYAN'S CLEANING SERVICE.INC							
I-120	MARCH 2026 LOBBY CLEANING	R	5/14/2026	800.00		317418		800.00
1803	SAFETY PRODUCTS INC							
I-2026140793	DES023	R	5/14/2026	595.70		317419		595.70
6159	SC MOBILE REPAIR LLC							
I-6754	R&B	R	5/14/2026	389.76		317420		389.76
0259	SMITH'S RANCH & GARDEN							
I-136208	5142224	R	5/14/2026	103.98		317421		
I-136794	5142224	R	5/14/2026	4.58		317421		
I-137160	5142224	R	5/14/2026	18.05		317421		
I-137368	5142224	R	5/14/2026	33.98		317421		
I-138573	5142224	R	5/14/2026	43.98		317421		204.57
1464	SUN STATE INT'L TRUCKS,LLC							
I-X40018737901	10600	R	5/14/2026	349.22		317422		349.22
6374	SURVEYING AND MAPPING, LLC							
I-201312612	1025105662	R	5/14/2026	4,056.25		317423		
I-201316113	1025105662	R	5/14/2026	9,095.00		317423		13,151.25
4777	THE LAKE DOCTORS, INC							
I-361023B	721713	R	5/14/2026	143.00		317424		143.00
0697	THE SUN							
I-3985514	134148	R	5/14/2026	985.00		317425		985.00
0697	THE SUN							
I-3987910	225097	R	5/14/2026	265.98		317426		265.98
0697	THE SUN							
I-3988076	134148	R	5/14/2026	985.00		317427		985.00
0697	THE SUN							
I-3988934	379254	R	5/14/2026	169.40		317428		169.40
4089	ULINE, INC.							
I-207231454	7473864	R	5/14/2026	923.70		317429		923.70

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5756	VAULT HEALTH							
	I-FL00702609	R	5/14/2026	35.00		317430		
	I-FL00702609A	R	5/14/2026	35.00		317430		
	I-FL00702609AA	R	5/14/2026	35.00		317430		
	I-FL00702609AAA	R	5/14/2026	35.00		317430		
	I-FL00702609AAAA	R	5/14/2026	35.00		317430		
	I-FL00711677	R	5/14/2026	35.00		317430		
	I-FL00711677A	R	5/14/2026	35.00		317430		
	I-FL00711677AA	R	5/14/2026	35.00		317430		280.00
5027	VISION ACE HARDWARE, LLC							
	I-407155	R	5/14/2026	7.99		317431		
	I-407166	R	5/14/2026	16.58		317431		
	I-407185	R	5/14/2026	31.15		317431		
	I-407230	R	5/14/2026	39.96		317431		
	I-407257	R	5/14/2026	68.00		317431		
	I-407262	R	5/14/2026	14.76		317431		
	I-407270	R	5/14/2026	9.99		317431		
	I-407343	R	5/14/2026	8.38		317431		
	I-407423	R	5/14/2026	23.97		317431		
	I-407437	R	5/14/2026	79.50		317431		
	I-407443	R	5/14/2026	93.92		317431		394.20
5030	VISION ACE HARDWARE, LLC.							
	I-246867	R	5/14/2026	3,512.19		317432		3,512.19
5898	ZORO TOOLS, INC							
	I-INV18962159	R	5/14/2026	1,286.99		317433		1,286.99
5988	A & D RECYCLING LLC							
	I-17602	R	5/22/2026	125.00		317434		125.00
6176	AARON WERTZ							
	I-202605182983	R	5/22/2026	20.02		317435		20.02
3961	AIR MECHANICAL & SERVICE CORP							
	I-151009	R	5/22/2026	264.00		317436		264.00
0408	ALERT PLUMBING SERVICE SPECIAL							
	I-1674	R	5/22/2026	872.73		317437		
	I-1710	R	5/22/2026	148.00		317437		1,020.73
2296	ALERT-ALL CORP							
	I-W54594	R	5/22/2026	1,377.50		317438		1,377.50

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6385	ANNETT BUS LINES							
I-50056	UFIFAS006	R	5/22/2026	1,654.00		317439		1,654.00
6328	BADGER METER, INC							
I-80235285	33145	R	5/22/2026	170.28		317440		170.28
0694	CHENANGO SUPPLY COMPANY, INC							
I-406017	101587	R	5/22/2026	444.95		317441		444.95
3635	CINTAS CORPORATION NO.2							
I-4268881499	24049758	R	5/22/2026	61.54		317442		
I-4269472732	24030035	R	5/22/2026	35.00		317442		
I-4269472766	24060156	R	5/22/2026	260.13		317442		
I-4269606019	24049758	R	5/22/2026	61.54		317442		418.21
0084	CITY OF ARCADIA,							
I-202605182979	0000963382-002857704	R	5/22/2026	892.94		317443		
I-202605182980	0000963380-002857684	R	5/22/2026	448.84		317443		1,341.78
4612	COMCAST COMMUNICATIONS							
I-202605202995	8535 10 064 0066556	R	5/22/2026	84.00		317444		84.00
3503	COMTEL TECHNOLOGY GROUP, INC							
I-60210	659	R	5/22/2026	592.83		317445		592.83
5154	CORE & MAIN LP							
I-Y890279	164427	R	5/22/2026	500.00		317446		500.00
5345	D. ALAN MOORE							
I-202605152978	INDIGENT BURIAL - DAVID P	R	5/22/2026	785.00		317447		785.00
4850	DESOTO AGRICULTURE &							
I-163075	2813	R	5/22/2026	12.04		317448		12.04
1153	DESOTO AUTOMOTIVE INC							
I-163195	2825	R	5/22/2026	25.98		317449		25.98
5066	DESOTO MEMORIAL HOSPITAL							
I-202605202994	DAVID BERNAL	R	5/22/2026	259.96		317450		259.96
6146	ECO CLEAN MAINTENANCE, INC							
I-15011	MAY 2026	R	5/22/2026	3,425.00		317451		
I-15012	MAY 2026	R	5/22/2026	2,574.00		317451		
I-15013	MAY 2026	R	5/22/2026	857.00		317451		6,856.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0291	ELECTRONIC MAINTENANCE & COMMU							
I-INV109438	PSD	R	5/22/2026	657.00		317452		657.00
6341	EUROFINS DRINKING WATER & WAST							
I-90273	DESOTO CO PUBLIC WATER SY	R	5/22/2026	60.00		317453		
I-90274	DESOTO-LAKE SUZY WTP	R	5/22/2026	48.00		317453		108.00
5431	EVOQUA WATER TECHNOLOGIES LLC							
I-907503496	1069199	R	5/22/2026	2,064.00		317454		2,064.00
0605	FENDERS TIRE & BATTERY, INC.							
I-72848	580	R	5/22/2026	131.45		317455		131.45
6123	FERGUSON ENTERPRISES, LLC							
I-1728804	32999	R	5/22/2026	215.30		317456		215.30
5956	GULFCOAST ENGRAVING & AWARDS,							
I-32093	EM	R	5/22/2026	113.40		317457		113.40
6033	HD SUPPLY FACILITIES MAINTENAN							
I-9248274085	15786388	R	5/22/2026	710.26		317458		710.26
6089	HD SUPPLY PSD							
I-9248396658	18908916	R	5/22/2026	73.68		317459		
I-9248534216	18908916	R	5/22/2026	503.17		317459		
I-9248599710	18908916	R	5/22/2026	66.20		317459		643.05
3098	JOHNSON CONTROLS FIRE PROTECTI							
I-25211179	292-36038156	R	5/22/2026	15,097.99		317460		15,097.99
3126	KNOX COMPANY							
I-INVKA506144	CUS105168	R	5/22/2026	721.00		317461		721.00
4864	LEAF							
I-20273995-4333359	100-4333359-005	R	5/22/2026	94.74		317462		94.74
3904	LIBERTY TIRE RECYCLING, LLC							
I-3222373	33330	R	5/22/2026	4,840.00		317463		4,840.00
1	LINDA LUMPKIN							
I-202605192990	LUMPKIN DEPOSIT	R	5/22/2026	200.00		317464		200.00
4881	MAIN GATE ENTERPRISES, INC							
I-37362	LANDFILL	R	5/22/2026	540.21		317465		540.21

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6195	MES SERVICE COMPANY LLC							
I-IN2350201	C47712	R	5/22/2026	3,430.24		317466		3,430.24
4160	MUNICIPAL EMERGENCY SERVICES,							
I-IN2457237	C47712	R	5/22/2026	276.27		317467		276.27
3604	NAFECO, INC.							
I-1418521	DES095	R	5/22/2026	164.00		317468		164.00
5739	NAPA AUTO PARTS							
I-160563	831	R	5/22/2026	34.25		317469		34.25
5006	O'REILLY AUTO PARTS							
I-5069217828	2907108	R	5/22/2026	35.47		317470		
I-5069218566	2907108	R	5/22/2026	24.98		317470		
I-5069219038	2192285	R	5/22/2026	15.83		317470		
I-5069219064	2192285	R	5/22/2026	124.99		317470		
I-5069219758	2192285	R	5/22/2026	25.98		317470		
I-5069219817	2192285	R	5/22/2026	20.01		317470		
I-5069219981	2192285	R	5/22/2026	36.99		317470		284.25
5766	ODP BUSINESS SOLUTIONS, LLC							
I-467253672001	27272349	R	5/22/2026	6.80		317471		
I-467253811001	27272349	R	5/22/2026	21.02		317471		
I-467253812001	27272349	R	5/22/2026	4.24		317471		
I-467430794001	27272349	R	5/22/2026	31.34		317471		
I-468591709001	27272349	R	5/22/2026	137.97		317471		201.37
5458	QUADIENT FINANCE USA, INC							
I-202605192989	7900 0400 8121 5315	R	5/22/2026	3,000.00		317472		3,000.00
3389	RING POWER CORPORATION							
I-15CC01438187	011806	R	5/22/2026	703.33		317473		703.33
6026	ROBERT SCHMIDT							
I-202605202996	TRAVEL VOUCHER	R	5/22/2026	318.98		317474		318.98
2897	SHELCO FILTERS							
C-344422	DESO	R	5/22/2026	340.00CR		317475		
I-340306	DESO	R	5/22/2026	2,042.89		317475		1,702.89
2809	SHERWIN-WILLIAMS CO.							
I-49799157760526	4202-4789-2	R	5/22/2026	92.90		317476		92.90

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0259	SMITH'S RANCH & GARDEN							
I-140598	5142224	R	5/22/2026	559.98		317477		
I-140695	5142117	R	5/22/2026	11.99		317477		571.97
2940	SOUTHERN OXYGEN & WELDING SUPP							
I-0000003849	DC4842	R	5/22/2026	133.85		317478		
I-0000004162	DC4842	R	5/22/2026	197.31		317478		
I-0000004372	DC4842	R	5/22/2026	81.55		317478		
I-0000100524	DC4842	R	5/22/2026	2.06		317478		414.77
1464	SUN STATE INT'L TRUCKS,LLC							
I-X40018675701	10600	R	5/22/2026	936.15		317479		
I-X40018756801	10600	R	5/22/2026	83.76		317479		1,019.91
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038502112	450-012216-000	R	5/22/2026	270.70		317480		270.70
3175	TOSHIBA AMERICA BUSINESS SOLUT							
I-5038636559	450-0112216-007	R	5/22/2026	444.91		317481		444.91
4089	ULINE, INC.							
I-207763642	7473864	R	5/22/2026	45.00		317482		45.00
4315	UNITED HEALTHCARE							
I-202605182981	JUNE 26 RETIREE HEALTH AARP Rx	R	5/22/2026	3,721.20		317483		3,721.20
4314	UNITED HEALTHCARE INSURANCE CO							
I-202605182982	JUNE26 RETIREE HEALTH SUPPL	R	5/22/2026	10,548.30		317484		10,548.30
3708	VERIZON WIRELESS							
I-6139293210	322824883-00001	R	5/22/2026	4,312.86		317485		4,312.86
5025	VISION ACE HARDWARE, LLC							
I-407091	920174	R	5/22/2026	82.76		317488		82.76
5026	VISION ACE HARDWARE, LLC							
I-407228	920175	R	5/22/2026	51.96		317489		
I-407281	920175	R	5/22/2026	50.98		317489		102.94
5027	VISION ACE HARDWARE, LLC							
I-407464	920161	R	5/22/2026	293.92		317490		
I-407476	920161	R	5/22/2026	40.98		317490		
I-407481	920161	R	5/22/2026	51.98		317490		
I-407513	920161	R	5/22/2026	318.92		317490		
I-407577	920161	R	5/22/2026	53.95		317490		
I-407599	920161	R	5/22/2026	17.99		317490		777.74

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5030	VISION ACE HARDWARE, LLC.							
I-407582	920165	R	5/22/2026	83.97		317491		
I-407640	920165	R	5/22/2026	73.98		317491		157.95

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	253	863,781.41	0.00	863,781.41
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	42,151.82	0.00	42,151.82
EFT:	61	2,799,389.33	0.00	2,799,389.33
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	120.00CR	120.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	325	3,705,322.56	0.00	3,705,322.56
BANK: APBK TOTALS:	325	3,705,322.56	0.00	3,705,322.56

VENDOR SET: 01 Desoto County
 BANK: FSA FLEXIBLE SPENDING ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5838	WAGeworks, INC							
I-202605042924	APRIL 2026 CLAIM PYMT	D	4/30/2026	7,606.56		005194		7,606.56

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		0	0.00	0.00	0.00
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		1	7,606.56	0.00	7,606.56
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FSA TOTALS:	1	7,606.56	0.00	7,606.56
BANK: FSA TOTALS:	1	7,606.56	0.00	7,606.56

VENDOR SET: 01 Desoto County
BANK: IHC INDIGENT HEALTH CARE TRUS
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702	DESOTO MEMORIAL HOSPITAL							
I-202604282894	INGNT HLT CARE TAX FEB 2026	E	4/28/2026	143,700.01		007510		143,700.01
0702	DESOTO MEMORIAL HOSPITAL							
I-202605122953	INDGT HTH CARE QTRERLY	E	5/12/2026	225,427.05		007548		225,427.05

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	2	369,127.06	0.00	369,127.06
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: IHC TOTALS:	2	369,127.06	0.00	369,127.06
BANK: IHC TOTALS:	2	369,127.06	0.00	369,127.06

VENDOR SET: 01 Desoto County
 BANK: PYBK CONSOLIDATED ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756	NATIONWIDE RETIREMENT SOLUTION							
I-NA1202604012807	ELECTED OFFICIALS/HI RTMT	D	4/28/2026	469.81		005191		
I-NA1202604072829	ELECTED OFFICIALS/HI RTMT	D	4/28/2026	469.81		005191		
I-NA1202604152867	ELECTED OFFICIALS/HI RTMT	D	4/28/2026	469.81		005191		
I-NA1202604242885	ELECTED OFFICIALS/HI RTMT	D	4/28/2026	469.81		005191		
I-NA3202604012807	SPECIAL RISK/UB NACO	D	4/28/2026	343.52		005191		
I-NA3202604072829	SPECIAL RISK/UB NACO	D	4/28/2026	343.52		005191		
I-NA3202604152867	SPECIAL RISK/UB NACO	D	4/28/2026	343.52		005191		
I-NA3202604242885	SPECIAL RISK/UB NACO	D	4/28/2026	343.52		005191		3,253.32
5419	DESOTO COUNTY FLEXIBLE SPENDIN							
I-FSA202604012807	FLEX SPENDING ACCT DEDUCTIONS	D	4/28/2026	640.00		005192		
I-FSA202604072829	FLEX SPENDING ACCT DEDUCTIONS	D	4/28/2026	640.00		005192		
I-FSA202604152867	FLEX SPENDING ACCT DEDUCTIONS	D	4/28/2026	640.00		005192		
I-FSA202604242885	FLEX SPENDING ACCT DEDUCTIONS	D	4/28/2026	640.00		005192		2,560.00
5398	UNITED WAY SUNCOAST, INC							
I-UWY202604012807	UNITED WAY DEDUCTIONS	D	4/28/2026	6.00		005193		
I-UWY202604072829	UNITED WAY DEDUCTIONS	D	4/28/2026	6.00		005193		
I-UWY202604152867	UNITED WAY DEDUCTIONS	D	4/28/2026	6.00		005193		
I-UWY202604242885	UNITED WAY DEDUCTIONS	D	4/28/2026	6.00		005193		24.00
6098	BLUE CROSS AND BLUE SHIELD OF							
I-202605072944	MAY 2026 RETIREE INS PREM	D	4/30/2026	23,487.50		005198		23,487.50
6098	BLUE CROSS AND BLUE SHIELD OF							
I-202605072945	MAY 2026 COBRA INS PREM	D	4/30/2026	4,916.18		005199		4,916.18
6098	BLUE CROSS AND BLUE SHIELD OF							
I-202605072946	MAY 2026 HEALTH INS PREM	D	4/30/2026	199,270.88		005200		
I-UCB202604012807	DEPENDENT CHILD HEALTH PRE TAX	D	4/30/2026	1,051.10		005200		
I-UCB202604072829	DEPENDENT CHILD HEALTH PRE TAX	D	4/30/2026	1,051.10		005200		
I-UCB202604152867	DEPENDENT CHILD HEALTH PRE TAX	D	4/30/2026	1,051.10		005200		
I-UCB202604242885	DEPENDENT CHILD HEALTH PRE TAX	D	4/30/2026	1,051.10		005200		
I-UD1202604012807	SUBSIDIZED DEP CHILD HEALTH	D	4/30/2026	1,051.10		005200		
I-UD1202604072829	SUBSIDIZED DEP CHILD HEALTH	D	4/30/2026	1,051.10		005200		
I-UD1202604152867	SUBSIDIZED DEP CHILD HEALTH	D	4/30/2026	1,051.10		005200		
I-UD1202604242885	SUBSIDIZED DEP CHILD HEALTH	D	4/30/2026	1,051.10		005200		
I-UD2202604012807	SUBSIDIZED SP HEALTH	D	4/30/2026	1,507.80		005200		
I-UD2202604072829	SUBSIDIZED SP HEALTH	D	4/30/2026	1,507.80		005200		
I-UD2202604152867	SUBSIDIZED SP HEALTH	D	4/30/2026	1,507.80		005200		
I-UD2202604242885	SUBSIDIZED SP HEALTH	D	4/30/2026	1,507.80		005200		
I-UD3202604012807	SUBSIDIZED FAM HEALTH	D	4/30/2026	3,928.89		005200		
I-UD3202604072829	SUBSIDIZED FAM HEALTH	D	4/30/2026	3,928.89		005200		
I-UD3202604152867	SUBSIDIZED FAM HEALTH	D	4/30/2026	3,928.89		005200		
I-UD3202604242885	SUBSIDIZED FAM HEALTH	D	4/30/2026	3,928.89		005200		
I-UDC202604012807	SUBSIDIZED DEP HEALTH INS	D	4/30/2026	251.31		005200		
I-UDC202604072829	SUBSIDIZED DEP HEALTH INS	D	4/30/2026	251.31		005200		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-UDC202604152867	SUBSIDIZED DEP HEALTH INS	D	4/30/2026	251.31		005200		
I-UDC202604242885	SUBSIDIZED DEP HEALTH INS	D	4/30/2026	251.31		005200		
I-UEE202604012807	COUNTY PAID EMP HEALTH INS	D	4/30/2026	42,059.50		005200		
I-UEE202604072829	COUNTY PAID EMP HEALTH INS	D	4/30/2026	42,059.50		005200		
I-UEE202604152867	COUNTY PAID EMP HEALTH INS	D	4/30/2026	41,819.16		005200		
I-UEE202604242885	COUNTY PAID EMP HEALTH INS	D	4/30/2026	41,819.16		005200		
I-UFB202604012807	FAMILY HLTH PRE TAX	D	4/30/2026	3,928.89		005200		
I-UFB202604072829	FAMILY HLTH PRE TAX	D	4/30/2026	3,928.89		005200		
I-UFB202604152867	FAMILY HLTH PRE TAX	D	4/30/2026	3,928.89		005200		
I-UFB202604242885	FAMILY HLTH PRE TAX	D	4/30/2026	3,928.89		005200		
I-USB202604012807	SPOUSE HLTH PRE TAX	D	4/30/2026	1,507.92		005200		
I-USB202604072829	SPOUSE HLTH PRE TAX	D	4/30/2026	1,507.92		005200		
I-USB202604152867	SPOUSE HLTH PRE TAX	D	4/30/2026	1,507.92		005200		
I-USB202604242885	SPOUSE HLTH PRE TAX	D	4/30/2026	1,507.92		005200		419,936.24
0017	DEPARTMENT OF TREASURY							
I-T1 202604292915	FEDERAL WITHHOLDING	D	5/01/2026	16,196.50		005201		
I-T3 202604292915	FICA WITHHOLDING	D	5/01/2026	25,298.58		005201		
I-T4 202604292915	MEDICARE WITHHOLDING	D	5/01/2026	5,916.62		005201		47,411.70
1288	DESOTO CO BOCC PAYROLL ACCOUNT							
I-001202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	51,890.58		005202		
I-102202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	22,010.10		005202		
I-105202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	5,594.83		005202		
I-106202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	61,304.31		005202		
I-134202604292915	PAYROLL REIMBRSEMENT	D	5/01/2026	2,658.19		005202		
I-150202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	327.04		005202		
I-190202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	568.95		005202		
I-400202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	6,337.61		005202		
I-410202604292915	PAYROLL REIMBURSEMENT	D	5/01/2026	9,364.25		005202		160,055.86
3125	EXPERTPAY							
I-C08202604292915	REMIT ID#0150000117DR14	D	5/01/2026	48.23		005203		
I-C55202604292915	CASE# 2013 DR 00069	D	5/01/2026	246.81		005203		
I-C57202604292915	CASE# 2013 DR 00069	D	5/01/2026	5.25		005203		
I-C76202604292915	CASE #142020DR000338	D	5/01/2026	43.10		005203		
I-C83202604292915	#25180000130DR	D	5/01/2026	111.50		005203		
I-C84202604292915	#58140005806CA	D	5/01/2026	64.96		005203		
I-C85202604292915	#08240000906DR	D	5/01/2026	214.70		005203		
I-C87202604292915	#35170000034DR	D	5/01/2026	84.58		005203		
I-C89202604292915	52230005822FD	D	5/01/2026	122.65		005203		
I-C90202604292915	14150000238DR	D	5/01/2026	90.51		005203		1,032.29

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756	NATIONWIDE RETIREMENT SOLUTION							
I-DC2202604292915	DEFERRED COMP/NACO	D	5/01/2026	1,778.46		005204		1,778.46
0004	HARTFORD LIFE INSUR CO (EMPOWE							
I-DC1202604292915	DEFERRED COMP/HARTFORD	D	5/04/2026	75.00		005205		75.00
0006	VALIC RETIREMENT SERVICES							
I-DC3202604292915	DEFERRED COMP/VALIC	D	5/05/2026	720.00		005206		720.00
4974	BOSTON MUTUAL LIFE INSURANCE C							
I-LBA202604292915	EMPLOYEE PAID LIFE INS AFT TAX	D	5/05/2026	137.69		005207		137.69
6307	US DEPARTMENT OF THE TREASURY							
I-202605082948	US DEPARTMENT OF THE TREASURY	D	5/04/2026	98.55		005208		98.55
0006	VALIC RETIREMENT SERVICES							
I-DC3202605082947	DEFERRED COMP/VALIC	D	5/08/2026	720.00		005213		720.00
1288	DESOTO CO BOCC PAYROLL ACCOUNT							
I-001202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	53,136.49		005214		
I-102202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	22,027.87		005214		
I-105202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	5,594.81		005214		
I-106202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	63,645.62		005214		
I-134202605082947	PAYROLL REIMBRSEMENT	D	5/08/2026	4,548.76		005214		
I-150202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	327.04		005214		
I-190202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	568.95		005214		
I-400202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	6,428.71		005214		
I-410202605082947	PAYROLL REIMBURSEMENT	D	5/08/2026	9,064.43		005214		165,342.68
4974	BOSTON MUTUAL LIFE INSURANCE C							
I-LBA202605082947	EMPLOYEE PAID LIFE INS AFT TAX	D	5/08/2026	137.69		005215		137.69
0004	HARTFORD LIFE INSUR CO (EMPOWE							
I-DC1202605082947	DEFERRED COMP/HARTFORD	D	5/11/2026	75.00		005216		75.00
0017	DEPARTMENT OF TREASURY							
I-T1 202605082947	FEDERAL WITHHOLDING	D	5/11/2026	17,322.52		005217		
I-T3 202605082947	FICA WITHHOLDING	D	5/11/2026	26,187.44		005217		
I-T4 202605082947	MEDICARE WITHHOLDING	D	5/11/2026	6,124.42		005217		49,634.38
3125	EXPERTPAY							
I-C08202605082947	REMIT ID#0150000117DR14	D	5/11/2026	48.23		005218		
I-C55202605082947	CASE# 2013 DR 00069	D	5/11/2026	246.81		005218		
I-C57202605082947	CASE# 2013 DR 00069	D	5/11/2026	5.25		005218		
I-C76202605082947	CASE #142020DR000338	D	5/11/2026	43.10		005218		
I-C83202605082947	#25180000130DR	D	5/11/2026	111.50		005218		
I-C84202605082947	#58140005806CA	D	5/11/2026	64.96		005218		
I-C85202605082947	#08240000906DR	D	5/11/2026	214.70		005218		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-C87202605082947	#35170000034DR	D	5/11/2026	84.58		005218		
I-C89202605082947	52230005822FD	D	5/11/2026	122.65		005218		
I-C90202605082947	14150000238DR	D	5/11/2026	90.51		005218		1,032.29
3756	NATIONWIDE RETIREMENT SOLUTION							
I-DC2202605082947	DEFERRED COMP/NACO	D	5/11/2026	1,778.46		005219		1,778.46
6307	US DEPARTMENT OF THE TREASURY							
I-202605152977	US DEPARTMENT OF THE TREASURY	D	5/11/2026	98.55		005220		98.55
0015	FLORIDA RETIREMENT SYSTEM							
I-202605192984	APRIL 2026	D	5/13/2026	61.02		005221		
I-CA 202604012807	RENEWED INV PLAN/REG/CA	D	5/13/2026	416.08		005221		
I-CA 202604072829	RENEWED INV PLAN/REG/CA	D	5/13/2026	450.33		005221		
I-CA 202604152867	RENEWED INV PLAN/REG/CA	D	5/13/2026	711.31		005221		
I-CA 202604242885	RENEWED INV PLAN/REG/CA	D	5/13/2026	475.20		005221		
I-DP 202604012807	DROP/DP RETIREMENT	D	5/13/2026	2,431.68		005221		
I-DP 202604072829	DROP/DP RETIREMENT	D	5/13/2026	2,375.50		005221		
I-DP 202604152867	DROP/DP RETIREMENT	D	5/13/2026	2,459.63		005221		
I-DP 202604242885	DROP/DP RETIREMENT	D	5/13/2026	2,346.74		005221		
I-FRE202604012807	EMPLOYEE 3%	D	5/13/2026	5,659.82		005221		
I-FRE202604072829	EMPLOYEE 3%	D	5/13/2026	6,134.98		005221		
I-FRE202604152867	EMPLOYEE 3%	D	5/13/2026	5,831.28		005221		
I-FRE202604242885	EMPLOYEE 3%	D	5/13/2026	5,851.17		005221		
I-HA 202604012807	REGULAR CLASS/HA RETIREMENT	D	5/13/2026	7,957.39		005221		
I-HA 202604072829	REGULAR CLASS/HA RETIREMENT	D	5/13/2026	7,997.38		005221		
I-HA 202604152867	REGULAR CLASS/HA RETIREMENT	D	5/13/2026	7,961.24		005221		
I-HA 202604242885	REGULAR CLASS/HA RETIREMENT	D	5/13/2026	8,154.73		005221		
I-HB 202604012807	SPECIAL RISK/HB RETIREMENT	D	5/13/2026	22,286.78		005221		
I-HB 202604072829	SPECIAL RISK/HB RETIREMENT	D	5/13/2026	25,532.72		005221		
I-HB 202604152867	SPECIAL RISK/HB RETIREMENT	D	5/13/2026	21,415.04		005221		
I-HB 202604242885	SPECIAL RISK/HB RETIREMENT	D	5/13/2026	22,825.58		005221		
I-HI 202604012807	ELECT OFFIC/HI RETIREMENT	D	5/13/2026	469.81		005221		
I-HI 202604072829	ELECT OFFIC/HI RETIREMENT	D	5/13/2026	469.81		005221		
I-HI 202604152867	ELECT OFFIC/HI RETIREMENT	D	5/13/2026	469.81		005221		
I-HI 202604242885	ELECT OFFIC/HI RETIREMENT	D	5/13/2026	469.81		005221		
I-HM 202604012807	SR MGMT/HM RETIREMENT	D	5/13/2026	4,064.20		005221		
I-HM 202604072829	SR MGMT/HM RETIREMENT	D	5/13/2026	4,064.20		005221		
I-HM 202604152867	SR MGMT/HM RETIREMENT	D	5/13/2026	4,064.20		005221		
I-HM 202604242885	SR MGMT/HM RETIREMENT	D	5/13/2026	4,064.22		005221		
I-PA 202604012807	INVESTMENT REG/PA RETIREMENT	D	5/13/2026	5,633.79		005221		
I-PA 202604072829	INVESTMENT REG/PA RETIREMENT	D	5/13/2026	5,675.68		005221		
I-PA 202604152867	INVESTMENT REG/PA RETIREMENT	D	5/13/2026	5,575.21		005221		
I-PA 202604242885	INVESTMENT REG/PA RETIREMENT	D	5/13/2026	5,578.78		005221		
I-PB 202604012807	INVESTMENT/SPECIAL RISK	D	5/13/2026	3,744.65		005221		
I-PB 202604072829	INVESTMENT/SPECIAL RISK	D	5/13/2026	4,351.26		005221		
I-PB 202604152867	INVESTMENT/SPECIAL RISK	D	5/13/2026	3,789.16		005221		
I-PB 202604242885	INVESTMENT/SPECIAL RISK	D	5/13/2026	3,516.06		005221		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-PI 202604012807	INVESTMENT/ELECTED OFFICIAL	D	5/13/2026	1,409.43		005221		
I-PI 202604072829	INVESTMENT/ELECTED OFFICIAL	D	5/13/2026	1,409.43		005221		
I-PI 202604152867	INVESTMENT/ELECTED OFFICIAL	D	5/13/2026	1,409.43		005221		
I-PI 202604242885	INVESTMENT/ELECTED OFFICIAL	D	5/13/2026	1,409.43		005221		
I-PM 202604012807	INVESTMENT/SENIOR MANAGEMENT	D	5/13/2026	1,076.89		005221		
I-PM 202604072829	INVESTMENT/SENIOR MANAGEMENT	D	5/13/2026	1,076.89		005221		
I-PM 202604152867	INVESTMENT/SENIOR MANAGEMENT	D	5/13/2026	1,076.89		005221		
I-PM 202604242885	INVESTMENT/SENIOR MANAGEMENT	D	5/13/2026	1,076.89		005221		
I-UA 202604012807	FRS RETIREE REEMPLOYED	D	5/13/2026	268.84		005221		
I-UA 202604072829	FRS RETIREE REEMPLOYED	D	5/13/2026	320.81		005221		
I-UA 202604152867	FRS RETIREE REEMPLOYED	D	5/13/2026	155.98		005221		
I-UA 202604242885	FRS RETIREE REEMPLOYED	D	5/13/2026	281.38		005221		
I-UB 202604012807	FRS RETIREE REEMPLOYED SPEC RS	D	5/13/2026	256.11		005221		
I-UB 202604072829	FRS RETIREE REEMPLOYED SPEC RS	D	5/13/2026	256.11		005221		
I-UB 202604152867	FRS RETIREE REEMPLOYED SPEC RS	D	5/13/2026	256.11		005221		
I-UB 202604242885	FRS RETIREE REEMPLOYED SPEC RS	D	5/13/2026	256.11		005221		227,332.98
0006	VALIC RETIREMENT SERVICES							
I-DC3202605132975	DEFERRED COMP/VALIC	D	5/15/2026	720.00		005225		720.00
0017	DEPARTMENT OF TREASURY							
I-T1 202605132975	FEDERAL WITHHOLDING	D	5/15/2026	15,654.33		005226		
I-T3 202605132975	FICA WITHHOLDING	D	5/15/2026	24,923.66		005226		
I-T4 202605132975	MEDICARE WITHHOLDING	D	5/15/2026	5,828.92		005226		46,406.91
1288	DESOTO CO BOCC PAYROLL ACCOUNT							
I-001202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	51,687.66		005227		
I-102202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	22,206.76		005227		
I-105202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	5,594.83		005227		
I-106202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	60,066.08		005227		
I-134202605132975	PAYROLL REIMBRSEMENT	D	5/15/2026	2,028.43		005227		
I-150202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	327.04		005227		
I-190202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	568.96		005227		
I-400202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	6,009.19		005227		
I-410202605132975	PAYROLL REIMBURSEMENT	D	5/15/2026	9,218.97		005227		157,707.92
3125	EXPERTPAY							
I-C08202605132975	REMIT ID#0150000117DR14	D	5/15/2026	48.23		005228		
I-C55202605132975	CASE# 2013 DR 00069	D	5/15/2026	246.81		005228		
I-C57202605132975	CASE# 2013 DR 00069	D	5/15/2026	5.25		005228		
I-C76202605132975	CASE #142020DR000338	D	5/15/2026	43.10		005228		
I-C83202605132975	#25180000130DR	D	5/15/2026	111.50		005228		
I-C84202605132975	#58140005806CA	D	5/15/2026	64.96		005228		
I-C85202605132975	#08240000906DR	D	5/15/2026	214.70		005228		
I-C87202605132975	#35170000034DR	D	5/15/2026	84.58		005228		
I-C89202605132975	52230005822FD	D	5/15/2026	122.65		005228		
I-C90202605132975	14150000238DR	D	5/15/2026	90.51		005228		1,032.29

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756	NATIONWIDE RETIREMENT SOLUTION							
I-DC2202605132975	DEFERRED COMP/NACO	D	5/15/2026	1,778.46		005229		1,778.46
4974	BOSTON MUTUAL LIFE INSURANCE C							
I-LBA202605132975	EMPLOYEE PAID LIFE INS AFT TAX	D	5/15/2026	137.69		005230		137.69
0004	HARTFORD LIFE INSUR CO (EMPOWE							
I-DC1202605132975	DEFERRED COMP/HARTFORD	D	5/18/2026	75.00		005231		75.00
6307	US DEPARTMENT OF THE TREASURY							
I-202605223000	US DEPARTMENT OF THE TREASURY	D	5/15/2026	98.55		005232		98.55
0010	AFLAC							
I-202604282901	AFLAC	R	4/30/2026	63.34		317282		
I-LF1202604012807	AFLAC PRETAX	R	4/30/2026	822.26		317282		
I-LF1202604072829	AFLAC PRETAX	R	4/30/2026	822.26		317282		
I-LF1202604152867	AFLAC PRETAX	R	4/30/2026	799.38		317282		
I-LF1202604242885	AFLAC PRETAX	R	4/30/2026	799.38		317282		
I-LF2202604012807	AFLAC AFTER TAX	R	4/30/2026	434.95		317282		
I-LF2202604072829	AFLAC AFTER TAX	R	4/30/2026	434.95		317282		
I-LF2202604152867	AFLAC AFTER TAX	R	4/30/2026	425.70		317282		
I-LF2202604242885	AFLAC AFTER TAX	R	4/30/2026	425.70		317282		5,027.92
0011	COLONIAL SUPPLEMENTAL INS							
I-LF4202604012807	E9599903	R	4/30/2026	4.38		317283		
I-LF4202604072829	E9599903	R	4/30/2026	4.38		317283		
I-LF4202604152867	E9599903	R	4/30/2026	4.38		317283		
I-LF4202604242885	E9599903	R	4/30/2026	4.38		317283		17.52
4873	FIDELITY SECURITY LIFE INSURAN							
C-202604302920	FIDELITY SECURITY LIFE INSURAN	R	4/30/2026	3.90CR		317284		
I-ECB202604012807	VISION EMP CHILD BEFORE TAX	R	4/30/2026	23.50		317284		
I-ECB202604072829	VISION EMP CHILD BEFORE TAX	R	4/30/2026	23.50		317284		
I-ECB202604152867	VISION EMP CHILD BEFORE TAX	R	4/30/2026	23.50		317284		
I-ECB202604242885	VISION EMP CHILD BEFORE TAX	R	4/30/2026	23.50		317284		
I-EEB202604012807	VISION EE BEFORE TAX	R	4/30/2026	86.14		317284		
I-EEB202604072829	VISION EE BEFORE TAX	R	4/30/2026	86.14		317284		
I-EEB202604152867	VISION EE BEFORE TAX	R	4/30/2026	84.96		317284		
I-EEB202604242885	VISION EE BEFORE TAX	R	4/30/2026	84.96		317284		
I-EFB202604012807	VISION EMP FAMILY BEFORE TAX	R	4/30/2026	79.35		317284		
I-EFB202604072829	VISION EMP FAMILY BEFORE TAX	R	4/30/2026	79.35		317284		
I-EFB202604152867	VISION EMP FAMILY BEFORE TAX	R	4/30/2026	79.35		317284		
I-EFB202604242885	VISION EMP FAMILY BEFORE TAX	R	4/30/2026	79.35		317284		
I-ESB202604012807	VISION EMP SPOUSE BEFORE TAX	R	4/30/2026	24.53		317284		
I-ESB202604072829	VISION EMP SPOUSE BEFORE TAX	R	4/30/2026	24.53		317284		
I-ESB202604152867	VISION EMP SPOUSE BEFORE TAX	R	4/30/2026	24.53		317284		
I-ESB202604242885	VISION EMP SPOUSE BEFORE TAX	R	4/30/2026	24.53		317284		847.82

VENDOR SET: 01 Desoto County
 BANK: PYBK CONSOLIDATED ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6099	FLORIDA COMBINED LIFE							
I-202604282899	FLORIDA COMBINED LIFE	R	4/30/2026	202.78		317286		202.78
0009	LEGALSHIELD							
C-202604302917	LEGALSHIELD	R	4/30/2026	0.10CR		317287		
I-LEG202604012807	PREPAID LEGAL	R	4/30/2026	40.40		317287		
I-LEG202604072829	PREPAID LEGAL	R	4/30/2026	40.40		317287		
I-LEG202604152867	PREPAID LEGAL	R	4/30/2026	40.40		317287		
I-LEG202604242885	PREPAID LEGAL	R	4/30/2026	40.40		317287		161.50
0012	LIBERTY NATIONAL							
C-202604302918	LIBERTY NATIONAL	R	4/30/2026	38.71CR		317288		
I-LF5202604012807	LIBERTY NATIONAL/BEFORE TAX	R	4/30/2026	600.23		317288		
I-LF5202604072829	LIBERTY NATIONAL/BEFORE TAX	R	4/30/2026	665.02		317288		
I-LF5202604152867	LIBERTY NATIONAL/BEFORE TAX	R	4/30/2026	561.79		317288		
I-LF5202604242885	LIBERTY NATIONAL/BEFORE TAX	R	4/30/2026	600.23		317288		
I-LF6202604012807	LIBERTY NATIONAL/AFTER TAX	R	4/30/2026	213.29		317288		
I-LF6202604072829	LIBERTY NATIONAL/AFTER TAX	R	4/30/2026	166.89		317288		
I-LF6202604152867	LIBERTY NATIONAL/AFTER TAX	R	4/30/2026	270.12		317288		
I-LF6202604242885	LIBERTY NATIONAL/AFTER TAX	R	4/30/2026	213.29		317288		3,252.15
5130	PETTY CASH							
I-COK202604012807	COKE FUND DEDUCTIONS	R	4/30/2026	150.00		317289		
I-COK202604072829	COKE FUND DEDUCTIONS	R	4/30/2026	154.00		317289		
I-COK202604152867	COKE FUND DEDUCTIONS	R	4/30/2026	152.00		317289		
I-COK202604242885	COKE FUND DEDUCTIONS	R	4/30/2026	152.00		317289		608.00
6270	USABLE LIFE							
I-202604282904	USABLE LIFE	R	4/30/2026	248.57		317290		248.57
4983	WASHINGTON NATIONAL INS CO							
I-202604282902	WASHINGTON NATIONAL INS CO	R	4/30/2026	11.78		317291		
I-LF8202604012807	WASHINGTON NATIONAL INSURANCE	R	4/30/2026	618.62		317291		
I-LF8202604072829	WASHINGTON NATIONAL INSURANCE	R	4/30/2026	618.62		317291		
I-LF8202604152867	WASHINGTON NATIONAL INSURANCE	R	4/30/2026	612.63		317291		
I-LF8202604242885	WASHINGTON NATIONAL INSURANCE	R	4/30/2026	612.63		317291		2,474.28
4873	FIDELITY SECURITY LIFE INSURAN							
I-202604302919	FIDELITY SECURITY LIFE INSURAN	R	4/30/2026	158.44		317292		158.44
6099	FLORIDA COMBINED LIFE							
I-202604282900	FLORIDA COMBINED LIFE	R	4/30/2026	7,979.04		317293		
I-DCH202604012807	DENTAL CHILD HIGH	R	4/30/2026	126.36		317293		
I-DCH202604072829	DENTAL CHILD HIGH	R	4/30/2026	126.36		317293		
I-DCH202604152867	DENTAL CHILD HIGH	R	4/30/2026	126.36		317293		
I-DCH202604242885	DENTAL CHILD HIGH	R	4/30/2026	126.36		317293		
I-DCL202604012807	DENTAL CHILD LOW	R	4/30/2026	99.72		317293		
I-DCL202604072829	DENTAL CHILD LOW	R	4/30/2026	99.72		317293		

VENDOR SET: 01 Desoto County
 BANK: PYBK CONSOLIDATED ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-DCL202604152867	DENTAL CHILD LOW	R	4/30/2026	99.72		317293		
I-DCL202604242885	DENTAL CHILD LOW	R	4/30/2026	99.72		317293		
I-DEH202604012807	DENTAL EMP HIGH	R	4/30/2026	538.89		317293		
I-DEH202604072829	DENTAL EMP HIGH	R	4/30/2026	538.89		317293		
I-DEH202604152867	DENTAL EMP HIGH	R	4/30/2026	531.30		317293		
I-DEH202604242885	DENTAL EMP HIGH	R	4/30/2026	531.30		317293		
I-DEL202604012807	DENTAL EMP LOW	R	4/30/2026	160.68		317293		
I-DEL202604072829	DENTAL EMP LOW	R	4/30/2026	160.68		317293		
I-DEL202604152867	DENTAL EMP LOW	R	4/30/2026	160.68		317293		
I-DEL202604242885	DENTAL EMP LOW	R	4/30/2026	160.68		317293		
I-DFH202604012807	DENTAL FAMILY HIGH	R	4/30/2026	553.66		317293		
I-DFH202604072829	DENTAL FAMILY HIGH	R	4/30/2026	553.66		317293		
I-DFH202604152867	DENTAL FAMILY HIGH	R	4/30/2026	553.66		317293		
I-DFH202604242885	DENTAL FAMILY HIGH	R	4/30/2026	553.66		317293		
I-DFL202604012807	DENTAL FAM LOW	R	4/30/2026	92.72		317293		
I-DFL202604072829	DENTAL FAM LOW	R	4/30/2026	92.72		317293		
I-DFL202604152867	DENTAL FAM LOW	R	4/30/2026	92.72		317293		
I-DFL202604242885	DENTAL FAM LOW	R	4/30/2026	92.72		317293		
I-DSH202604012807	DENTAL SPOUSE HIGH	R	4/30/2026	250.88		317293		
I-DSH202604072829	DENTAL SPOUSE HIGH	R	4/30/2026	250.88		317293		
I-DSH202604152867	DENTAL SPOUSE HIGH	R	4/30/2026	250.88		317293		
I-DSH202604242885	DENTAL SPOUSE HIGH	R	4/30/2026	250.88		317293		
I-DSL202604012807	DENTAL SPOUSE LOW	R	4/30/2026	51.12		317293		
I-DSL202604072829	DENTAL SPOUSE LOW	R	4/30/2026	51.12		317293		
I-DSL202604152867	DENTAL SPOUSE LOW	R	4/30/2026	51.12		317293		
I-DSL202604242885	DENTAL SPOUSE LOW	R	4/30/2026	51.12		317293		15,459.98
6270	USABLE LIFE							
C-202604282903	USABLE LIFE	R	4/30/2026	369.38CR		317296		
I-L11202604012807	EMPLOYEE PAID LIFE INS AFT TAX	R	4/30/2026	810.81		317296		
I-L11202604072829	EMPLOYEE PAID LIFE INS AFT TAX	R	4/30/2026	810.81		317296		
I-L11202604152867	EMPLOYEE PAID LIFE INS AFT TAX	R	4/30/2026	790.11		317296		
I-L11202604242885	EMPLOYEE PAID LIFE INS AFT TAX	R	4/30/2026	790.11		317296		
I-LSI202604012807	COUNTY PAID LIFE INSURANCE	R	4/30/2026	647.90		317296		
I-LSI202604072829	COUNTY PAID LIFE INSURANCE	R	4/30/2026	654.78		317296		
I-LSI202604152867	COUNTY PAID LIFE INSURANCE	R	4/30/2026	648.16		317296		
I-LSI202604242885	COUNTY PAID LIFE INSURANCE	R	4/30/2026	648.16		317296		5,431.46

VENDOR SET: 01 Desoto County
 BANK: PYBK CONSOLIDATED ACCOUNT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	12	33,890.42	0.00	33,890.42
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	31	1,319,595.64	0.00	1,319,595.64
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	43	1,353,486.06	0.00	1,353,486.06
BANK: PYBK TOTALS:	43	1,353,486.06	0.00	1,353,486.06

VENDOR SET: 01 Desoto County
 BANK: SHIP LOCAL HOUSING/ SHIP ACCT
 DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0514	ARCADIA ABSTRACT & TITLE							
I-202635422	TITLE SEARCH - HAYNES	R	4/30/2026	150.00		001823		150.00
4899	NADIA DAUGHTREY, CLERK OF COUR							
I-202604292905	RECORDING FEES	R	4/30/2026	126.40		001824		126.40
6173	CREATIVE SOLUTIONS PROVIDER LL							
I-173	PRICE, CHARMIAN - REHAB	R	5/14/2026	13,300.00		001825		13,300.00
0514	ARCADIA ABSTRACT & TITLE							
I-202635508	COKE, KAREN - TITLE SEARC	R	5/22/2026	150.00		001826		150.00
5098	RIVERSIDE APPRAISAL SERVICE, I							
I-26215	APPRAISALS - SHIP - THREE	R	5/22/2026	1,200.00		001827		1,200.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	14,926.40	0.00	14,926.40
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	5	14,926.40	0.00	14,926.40
BANK: SHIP TOTALS:	5	14,926.40	0.00	14,926.40

VENDOR SET: 01 Desoto County
BANK: U-CAP UTILITIES CAPITAL-CONSOL
DATE RANGE: 4/28/2026 THRU 5/26/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6315	ACCURATE DRILLING SYSTEMS, INC							
I-3	25-17-00ITB	R	5/22/2026	109,792.93		000558		109,792.93

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	109,792.93	0.00	109,792.93
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: U-CAP TOTALS:	1	109,792.93	0.00	109,792.93
BANK: U-CAP TOTALS:	1	109,792.93	0.00	109,792.93
REPORT TOTALS:	377	5,560,261.57	0.00	5,560,261.57

SELECTION CRITERIA

VENDOR SET: 01-DESOTO COUNTY
 VENDOR: ALL
 BANK CODES: All
 FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
 DATE RANGE: 4/28/2026 THRU 5/26/2026
 CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
 INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
 PRINT G/L: NO
 UNPOSTED ONLY: NO
 EXCLUDE UNPOSTED: NO
 MANUAL ONLY: NO
 STUB COMMENTS: NO
 REPORT FOOTER: NO
 CHECK STATUS: NO
 PRINT STATUS: * - All



DeSoto County

6/9/2026

Item #: 8.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 3:00 pm
 Public Hearing Choose an item.

DEPARTMENT: Engineering
SUBMITTED BY: Jill Kersey
PRESENTED BY: Mike Giardullo

TITLE & DESCRIPTION:

Fort Ogden Railroad Crossing Request for Direction

REQUESTED MOTION:

Discussion item only-no motion is needed currently. A future agenda item will be prepared following bidding. Staff is looking for direction on closure of the crossing in this area.

SUMMARY:

The DeSoto County Engineering Department has been coordinating the paving of County roads in the Fort Ogden area with Seminole Gulf Railway's Crisi Grant work. The paving was originally planned in the CIP for FY 24/25 and the project was moved back twice to accommodate Seminole Gulf grant schedule. We are now planning this project for early FY 26/27 and the design is currently underway.

In addition to the cost of the paving operation which will be funded through the FY 26/27 Annual Paving project, Seminole Gulf Railway requires \$984.75 per track foot for a minimum of 30 LF per crossing. Note, 3 of the 5 crossings in this area have siding, so there are 2 crossings per roadway (estimated \$60,000 for Seminole Gulf instead of \$30,000). There are 5 roadway crossings in this area: SW River Street, SW Georgia Street, SW Kentucky Street, SW Massachusetts Street and SW Senate Street.

Seminole Gulf has requested the closure of 3 of these crossings (Georgia, Kentucky and Senate) refer to the attached exhibit. In addition, Seminole Gulf has offered a \$20,000 credit against the cost of the crossing up grades at Boll Weevil if the County agrees to close the crossing at Senate Street.

BACKGROUND:

Click or tap here to enter text.

ITEM #: 8.

FUNDS:

Budget Amount: Click or tap here to enter text.

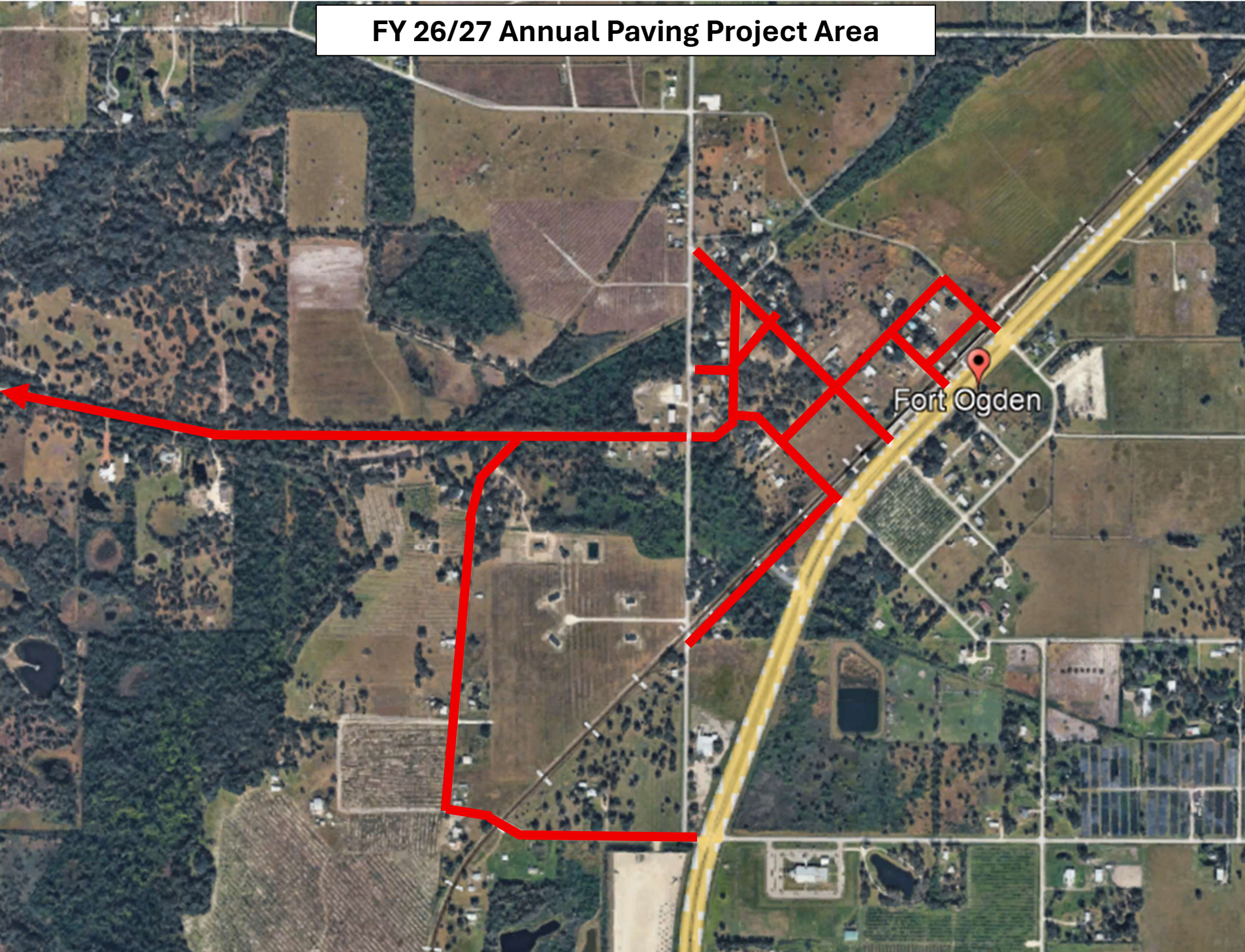
Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

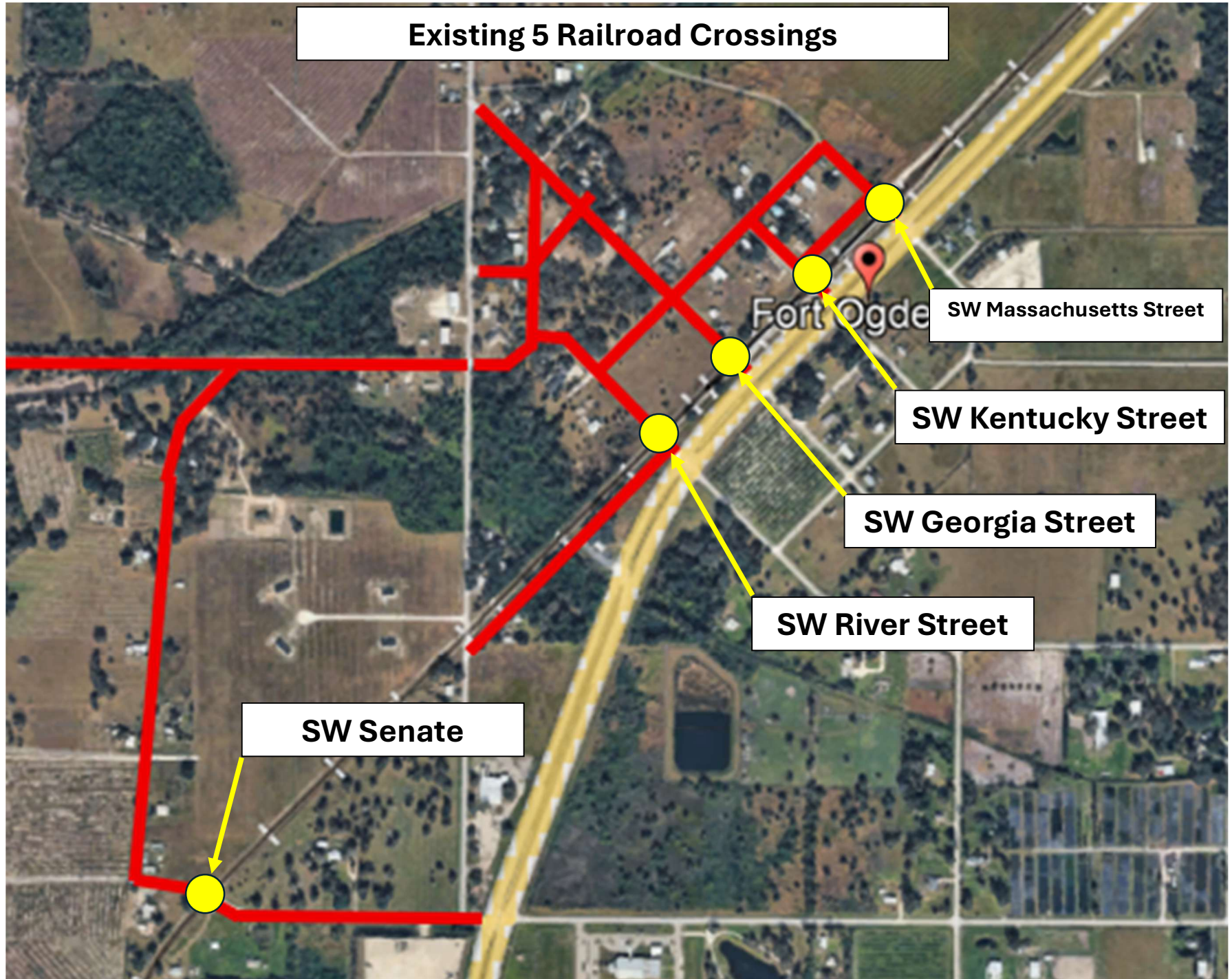
Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

FY 26/27 Annual Paving Project Area



Existing 5 Railroad Crossings



SW River Street



SW Georgia Street



SW Kentucky Street

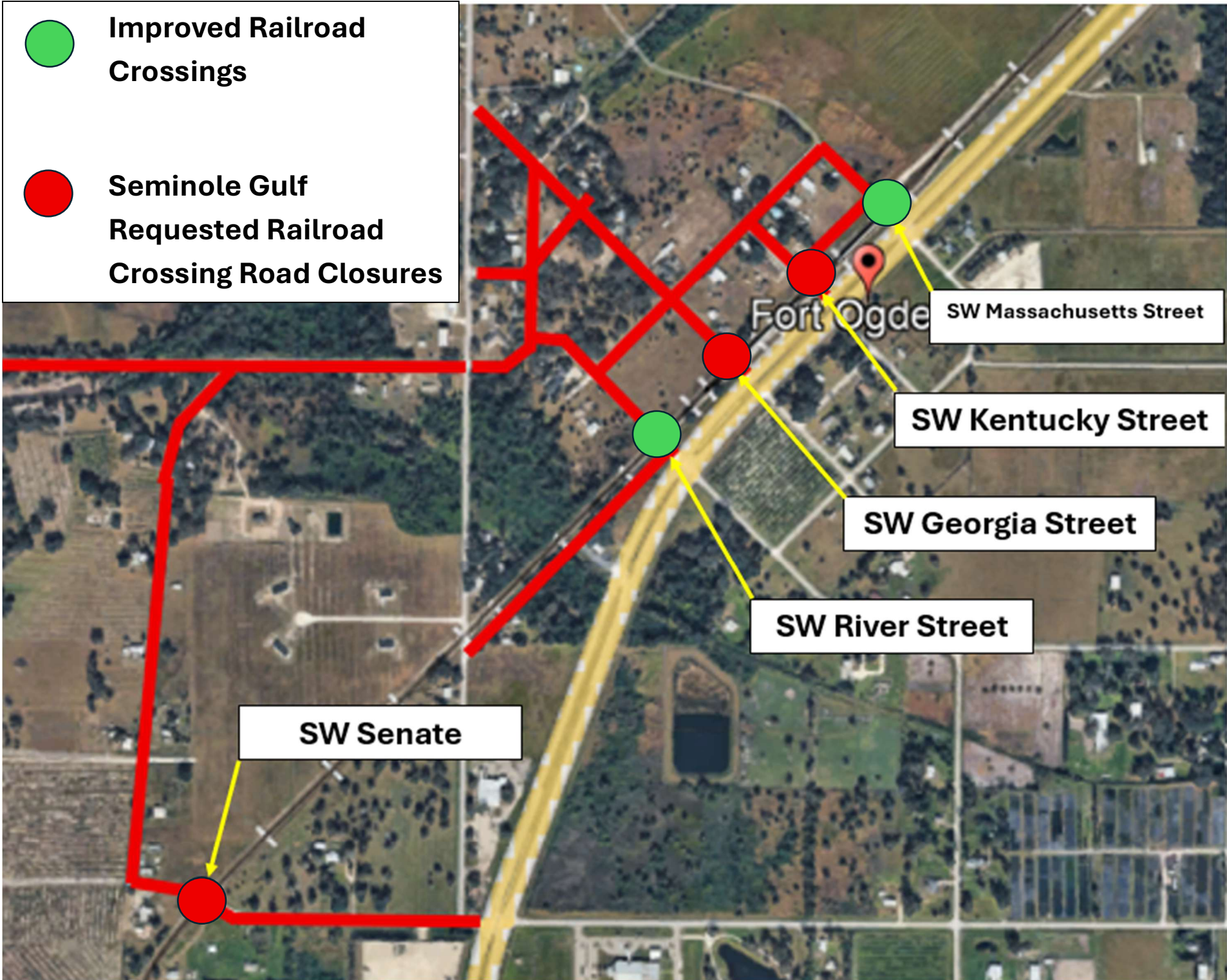


SW Massachusetts Street



SW Senate Street







Seminole Gulf Railway, L.P.

4110 Center Pointe Drive, Suite 207, Fort Myers, FL 33916
Telephone: (239) 275-6060 Fax: (239) 275-0581

April 30, 2026

Desoto County Board of County Commissioners
201 E Oak St # 201
Arcadia, FL 34266

RE: Quote for CRISI Grant Road Grade Crossing Repairs, Desoto County

To Whom It May Concern:

Upon the request of Mike Giardullo, I composed this letter to formalize the billing expectations for the CRISI Grant road grade crossing repairs to Desoto County. After the initial notice of the awarded grant, Seminole Gulf Railway met with Mike Giardullo on October 23, 2023 to outline the repairs necessary at the crossings within the scope of the grant (AX 923.5- AX 935.00). Please accept this letter as an estimate and additional notice from Seminole Gulf Railway of our pending work at the road grade crossings involved within the grant bounds, along with the participation of Desoto County and pursuant to the General Agreement dated April 12, 2005.

Work performed by Seminole Gulf Railway pursuant to this estimate, as outlined in Exhibit "A" attached hereto and made a part hereof, shall be that work between the rails of each crossing and for two feet outside of the rails of each crossing, exclusive of paving, but to include all rail elements and sub-surface work as necessary. All materials that constitute the rail elements, to include the rubber rail seal interface material, ties, rail, and other on-track materials as necessary, and shall be furnished by Seminole Gulf Railway and the awarded CRISI Grant.

The County shall be responsible for all paving, and other roadway surface work, exclusive of the interface material and the rail elements. The County shall also provide all Maintenance of Traffic, road closures, detours, and Law Enforcement for traffic control as needed throughout the project. Seminole Gulf Railway shall provide flagman/inspection services to the County for the paving operations by the County's contractor, as needed.

Seminole Gulf Railway agrees to perform all of the crossing resurface work in a timely fashion, per the anticipated grant schedule Exhibit "B". In the event there is a delay to all or part of the project, resulting from a delay caused by either party, Seminole Gulf Railway agrees to reschedule the work to be performed as soon as possible after such an event.

Upon completion of the crossing, Desoto County will be billed per track foot of the road grade crossing, with a minimum of 30 feet per crossing, at the rate of \$984.75 per track foot. This rate was outlined with Mike Giardullo, during a visit to the onsite grant office on February 05, 2026 and has remained unchanged.



Seminole Gulf Railway, L.P.

4110 Center Pointe Drive, Suite 207, Fort Myers, FL 33916
Telephone: (239) 275-6060 Fax: (239) 275-0581

During the onsite meeting with Mike Giardullo, Seminole Gulf Railway revisited the initial discussion of closing the following crossings:

- SW Kentucky Street (AX 923.9)
- SW Georgia Street (AX 924.02)
- SW Senate Street (AX 924.6)

The termination of these crossing will save Desoto County continued maintenance costs, and reduces the liability of Seminole Gulf Railway.

Sincerely,

Bianca Dunkle
Project Coordinator
Seminole Gulf Railway, LP



Seminole Gulf Railway, L.P.

4110 Center Pointe Drive, Suite 207, Fort Myers, FL 33916
Telephone: (239) 275-6060 Fax: (239) 275-0581

EXHIBIT “A”

Street	Length	Milepost	Estimated Cost	Notes
Massachusetts Street	30TF & 30TF	AX 923.8	\$59,085.00	This is a 2 track Crossing
SW Kentucky Street	30TF & 30TF	AX 923.9	\$59,085.00	This is a 2 track Crossing
SW Georgia Street	30TF & 30TF	AX 924.02	\$59,085.00	This is a 2 track Crossing
SW River Street	30TF	AX 924.3	\$29,542.50	
SW Senate Street	30TF	AX 924.6	\$29,542.50	
CR 761	30TF	AX 925.5	\$29,542.50	
SW Liverpool Road	30TF	AX 926.37	\$29,542.50	

* All Asphalt to be installed by the County’s paving contractor at County’s full cost and expense.

Seminole Gulf Railway recommends the asphalt be installed in 2 inch lifts where it meets the Rubber Rail Seal material between the rails and outside of each rail for maximum adhesion.

- All work performed under this estimate shall conform to the standards and specifications of Seminole Gulf Railway LP.
- All material and construction shall meet or exceed AREMA, (American Railway Engineering and Maintenance-of- way Association) and the FRA (Federal Railroad Administration) standards as well as established industry practice for similar work and similar crossing design.
- To avoid additional engineering costs to the County and due to unknown field conditions, construction shall be of a design build nature, unless other arrangements are made.



Seminole Gulf Railway, L.P.

4110 Center Pointe Drive, Suite 207, Fort Myers, FL 33916
Telephone: (239) 275-6060 Fax: (239) 275-0581

EXHIBIT "B"

Liverpool Road Crossing:

- Estimated: June 1- 12th 2026

761 Crossing:

- Estimated: July 27th- August 9th 2026

Senate Street Crossing:

- Estimated: September 13-27th 2026
- Seminole Gulf earnestly requests the closing of this crossing.

Georgia, Massachusetts, Kentucky, River Street Crossings:

- Estimated: October 11- November 31st
- Subject to change based on the closing of Senate
- Seminole Gulf earnestly requests the closing of Georgia and Kentucky



DeSoto County

6/9/2026

Item #: 9.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 3:00 pm
 Public Hearing Choose an item.

DEPARTMENT: Engineering
SUBMITTED BY: Jill Kersey
PRESENTED BY: Mike Giardullo

TITLE & DESCRIPTION:

Liverpool & Boll Weevil Seminole Gulf Proposals

REQUESTED MOTION:

Request to approve the agreements with Seminole Gulf Railway in the amount of \$29,542.50 for SW Liverpool Road and SW Boll Weevil Road in the amount of \$200,000 (or \$180,000).

SUMMARY:

Seminole Gulf Railway has requested the upgrade of the SW Liverpool Road and SW Boll Weevil Road railway crossings. A portion of the work on SW Liverpool Road is funded through Seminole Gulf's CRISI grant. The total cost to replace the tracks through the roadway to Seminole Gulf is \$29,542.50. SW Boll Weevil Street crossing is not covered by the CRISI grant. The fee for Seminole Gulf work is \$200,000. Seminole Gulf has offered a \$20,000 credit against the cost of the Boll Weevil crossing if the County agrees to close the crossing at Senate Street.

Both crossings will include a 30-wide crossing to allow for a standard width 2-lane roadway. On Boll Weevil, Seminole Gulf has included replacement of the road cross drain. DeSoto County will be responsible for the paving and maintenance of traffic for this work.

BACKGROUND:

Click or tap here to enter text.

FUNDS:

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: Click or tap here to enter text.

Cost: **\$220,000 or \$200,000**

ITEM #: 9.

Account Number: **102-605454163000**

Explanation: Click or tap here to enter text.



April 8, 2026

Mr. Michael Giardullo
Desoto County Engineering Department
201 East Oak Street, Suite 204
Arcadia, Florida 34266

RE: Quote for CRISI Grant Road Grade Crossing Repairs, Desoto County

Dear Mr. Giardullo:

I have put together this quote to formalize the billing expectations for the CRISI Grant road grade crossing repairs. Repairs are necessary as the crossings involved fall within the bounds of the Grant (AX 923.5- AX 935.00) and no longer meet the Seminole Gulf Railway standards for quality and safety. Please accept this letter as a quote from Seminole Gulf Railway to perform the work of the crossings involved, with the participation of Desoto County and pursuant to the General Agreement dated April 12, 2005.

Work performed by Seminole Gulf Railway pursuant to this quote, as outlined in Exhibit "A" attached hereto and made a part hereof, shall be that work between the rails of each crossing and for two feet outside of the rails of each crossing, exclusive of paving, but to include all rail elements and sub-surface work as necessary. All materials that constitute the rail elements, to include the rubber rail seal interface material, ties, rail, and other on-track materials as necessary, and shall be furnished by the Seminole Gulf Railway and their CRISI Grant.

The County shall be responsible for all paving; the removal and disposal of old asphalt material, and other roadway surface work, exclusive of the interface material and the rail elements. The County shall also provide all Maintenance of Traffic, road closures, detours, and Law Enforcement for traffic control as needed throughout the project. Seminole Gulf Railway shall provide flagman/Inspection services to the County for the paving operations by the County's contractor, as needed.

Seminole Gulf Railway agrees to perform all of the crossing resurface work in a timely fashion and in coordination with a County schedule in order to allow the County to establish a contractor to perform the necessary roadway work and paving. In the event there is a delay to all or part of the project, resulting from a delay caused by either party, Seminole Gulf Railway agrees to reschedule the work to be performed as soon as possible after such an event.

Upon completion of the crossing, Desoto County will be billed per track foot of the road grade crossing, with a minimum of 30 feet per crossing, at the rate of \$984.75 per track foot.

Seminole Gulf Railway would like to request the closing of the following crossings:

- SW Kentucky Street (AX 923.9)
- SW Georgia Street (AX 924.02)
- SW Senate Street (AX 924.6)

Sincerely,

Bianca Dunkle
Project Coordinator
Seminole Gulf Railway, LP



EXHIBIT “A”

Street	Length	Milepost	Estimated Cost	Notes
Massachusetts Street	30TF & 30TF	AX 923.8	\$59,085.00	This is a 2 track Crossing
SW Kentucky Street	30TF & 30TF	AX 923.9	\$59,085.00	This is a 2 track Crossing
SW Georgia Street	30TF & 30TF	AX 924.02	\$59,085.00	This is a 2 track Crossing
SW River Street	30TF	AX 924.3	\$29,542.50	
SW Senate Street	30TF	AX 924.6	\$29,542.50	
CR 761	30TF	AX 925.5	\$29,542.50	
SW Liverpool Road	30TF	AX 926.37	\$29,542.50	

* All Asphalt to be installed by the County’s paving contractor at County’s full cost and expense.

Seminole Gulf Railway recommends the asphalt be installed in 2 inch lifts where it meets the Rubber Rail Seal material between the rails and outside of each rail for maximum adhesion.

- All work performed under this quote shall conform to the standards and specifications of Seminole Gulf Railway LP.
- All material and construction shall meet or exceed AREMA, (American Railway Engineering and Maintenance-of- way Association) and the FRA (Federal Railroad Administration) standards as well as established industry practice for similar work and similar crossing design.
- To avoid additional engineering costs to the County and due to unknown field conditions, construction shall be of a design build nature, unless other arrangements are made.



April 8, 2026

Mr. Michael Giardullo
Desoto County Engineering Department
201 East Oak Street Suite 204
Arcadia, Florida 34266

RE: Proposal & Quote for Repair at Boll Weevil Road Crossing, Desoto County

Dear Mr. Giardullo:

I have put together this quote to formalize the maintenance and repair of Boll Weevil Road. The crossing condition has become a concern following a recent accident at the grade crossing, as well as, to keep up with SGLR's crossing condition standards. Please accept this letter as a proposal and quote from Seminole Gulf Railway to perform the work of the crossing involved, with the participation of Desoto County and pursuant to the General Agreement dated April 12, 2005. Seminole Gulf Railway, per the request of Desoto County, has also agreed to upgrade the drainage pipe along the east side of the right of way, replacing it with a larger pipe to accommodate additional flow.

Work performed by Seminole Gulf Railway pursuant to this quote, as outlined in Exhibit "A" attached hereto and made a part hereof, shall be that work between the rails of each crossing and for two feet outside of the rails of each crossing, exclusive of paving, but to include all rail elements and sub-surface work as necessary. All materials that constitute the rail elements, to include the rubber rail seal interface material, ties, rail, and other on-track materials as necessary, and shall be furnished by Seminole Gulf Railway. As well as the materials needed to complete the pipe work, per Seminole Gulf Railways standards.

The County shall be responsible for all paving; the removal and disposal of old asphalt material, and other roadway surface work, exclusive of the interface material and the rail elements. The County shall also provide all Maintenance of Traffic, road closures, detours, and Law Enforcement for traffic control as needed throughout the project. Seminole Gulf Railway shall provide flagman/Inspection services to the County for the paving operations by the County's contractor, as needed.

Seminole Gulf Railway agrees to perform all of the crossing resurface work in a timely fashion and in coordination with a County schedule in order to allow the County to establish a contractor to perform the necessary roadway work and paving. In the event there is a delay to all or part of the project, resulting from a delay caused by either party, Seminole Gulf Railway agrees to reschedule the work to be performed as soon as possible after such an event.

Upon receipt of a purchase order and payment of 50% of the total project costs, Seminole Gulf Railway shall order any necessary materials for the project. Upon receipt of the necessary materials, Seminole Gulf Railway shall coordinate with the County and schedule the commencement of the project. Upon the completion of the resurface of both crossings, Seminole Gulf Railway shall submit a progressive invoice to the County, against the original purchase order based upon 50% of the total project costs.

As part of this project the following crossing shall be scheduled for resurface and pipe work at a total cost to the County of \$200,000

Boll Weevil Road

Seminole Gulf Railway is offering a \$20,000 credit to be applied to the listed cost of Boll Weevil crossing in the event of Desoto County's agreement to close the road grade crossing located at SW Senate Street mile post AX 924.6.

Issuance of the purchase order by Desoto County shall constitute acceptance of this proposal.

Sincerely,
Bianca Dunkle
Project Coordinator
Seminole Gulf Railway, LP



EXHIBIT "A"

<u>CROSSING NAME</u>	<u>RR MILEPOST</u>	<u>PROJECT COST</u>
Boll Weevil Road	AX 917.70	\$ 200,000

* All Asphalt to be installed by the County's paving contractor at County's full cost and expense.

Seminole Gulf Railway recommends the asphalt be installed in 2 inch lifts where it meets the Rubber Rail Seal material between the rails and outside of each rail for maximum adhesion.

- All work performed under this quote shall conform to the standards and specifications of Seminole Gulf Railway LP.
- All material and construction shall meet or exceed AREMA, (American Railway Engineering and Maintenance-of- way Association) and the FRA (Federal Railroad Administration) standards as well as established industry practice for similar work and similar crossing design.
- To avoid additional engineering costs to the County and due to unknown field conditions, construction shall be of a design build nature, unless other arrangements are made.
- If this quote is not accepted by the County prior to July 31, 2026, all prices are subject to change.



DeSoto County

6/9/2026

Item #: 10.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Resolution

DEPARTMENT: Planning & Zoning
SUBMITTED BY: Laura McClelland
PRESENTED BY: Misty Servia

TITLE & DESCRIPTION:

Resolution/Appointment of alternate member to the Planning Commission and Board of Adjustment

REQUESTED MOTION:

A motion to approve the appointment of Jennifer Bowser as an alternate member of the DeSoto County Planning Commission and Board of Adjustment.

SUMMARY:

The Planning Commission and Board of Adjustment has an alternate member vacancy. The Land Development Regulations (LDR) establishes criteria for the appointment of members and empowers the Board of County Commissioners to appoint Planning Commission and Board of Adjustment members.

BACKGROUND:

Divisions 2 and 3 of Article X “Boards and Agencies,” of Chapter 20 of the DeSoto County Land Development Regulations (LDR) establish provisions regarding the Planning Commission and the Board of Adjustment. The Planning Commission shall consist of five members appointed by the Board of County Commissioners, each for a term of four years; one nonvoting member appointed by the DeSoto County School Board, and two alternate members to the Planning Commission that serve in the absence of any member or members of the Planning Commission, each for a term of two years. The Planning Commission and Board of Adjustment has a vacancy for an alternate member. Jennifer Bowser (non-profit Executive Director) has submitted a letter of interest and resume, if appointed, Jennifer Bowser will serve as an alternate member beginning with the Board’s appointment on June 9, 2026, and expiring on June 9, 2028.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPOINTING ONE ALTERNATE MEMBER TO THE DESOTO COUNTY PLANNING COMMISSION AND BOARD OF ADJUSTMENT; PROVIDING FOR CURRENT MEMBER INFORMATION; PROVIDEING FOR APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Divisions 2 and 3 of Article X “Boards and Agencies,” of Chapter 20 of the DeSoto County Land Development Regulations (LDR) establish provisions regarding the Planning Commission and the Board of Adjustment; and

WHEREAS, LDR Section 20-1250(a) establishes a Planning Commission consisting of five members appointed by the Board of County Commissioners, each for a term of four years; and one nonvoting member appointed by the DeSoto County School Board; and

WHEREAS, LDR Section 20-1250(e) provides for the Board of County Commissioners to appoint two alternate members to the Planning Commission that serve in the absence of any member or members of the Planning Commission, each for a term of two years; and

WHEREAS, LDR Section 20-1278 provides the Planning Commission serves as the Board of Adjustment; and

WHEREAS, LDR Section 20-1250 no member of the Planning Commission except the School Board appointee shall hold any elective office or be employed by any local government within DeSoto County, and that no more than two members of the Planning Commission shall be of the same business, trade, or profession; and

WHEREAS, the current members of the Planning Commission are Bill Martin (Construction), Erik Howard (Engineer), Allen Reesor (Retired Theology, Philosophy, & Research), Lynn Banish (Retired Public Servant), Theresa Collins-Hill (Business Owner), and Jami Schueneman (School Board appointee); and

WHEREAS, Jennifer Bowser (non-profit Executive Director), has submitted a resume and letter of interest to serve as an alternate member of the Planning Commission; and

WHEREAS, the Board of County Commissioners hereby deems it necessary for continuity of service to adopt a resolution indicating current members, and appointing one alternate member; and

WHEREAS, the Board finds adoption of this resolution is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. Recitals. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. Appointments. That the DeSoto County Board of County Commissioners hereby appoints:

Jennifer Bowser to serve as an alternate member to the Planning Commission and Board of Adjustment for the term to begin 06/09/2026 and expire on 06/09/2028;

Section 3. Effective Date. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of June, 2026

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairperson

By: _____
Valerie Vicente
County Attorney



DeSoto County

6/9/2026

Item #: 11.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Contract

DEPARTMENT: Administrative Services
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Cindy Talamantez

TITLE & DESCRIPTION:

Cooperative Purchase Agreement Generator Repair and Maintenance

REQUESTED MOTION:

Approve the Cooperative Purchase Agreement through Sourcewell for generator repair and maintenance services.

SUMMARY:

Cooperative Purchase Agreement Generator Repair and Maintenance

BACKGROUND:

Caterpillar, Inc. entered into Contract under a Sourcewell Cooperative Contract for Generator Maintenance and Repairs as needed. Funds are allocated in the Operating Budgets for these services and will be covered by a Purchase order as needed.

FUNDS:

Budget Amount: **Various Budget Accounts**
Actual Agenda Item Cost: **Varies depending on services used**
Account Number: **Various Budget Accounts**
Explanation: **Varies depending on services used**

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN DESOTO COUNTY, FLORIDA AND
CATERPILLAR, INC.**

DESOTO COUNTY, Florida (the "County"), pursuant to Section 4.10.1 of the DeSoto County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) with Caterpillar, Inc., a corporation incorporated in the state of Florida, to provide as-needed generator maintenance and repair services for DeSoto County (the "Services"), under the same terms and conditions as the agreement between Contract between Sourcewell, a State of Minnesota local government and service cooperative and the Contractor, Contract Number 092222 CAT, as amended, made available through Sourcewell (the "Master Agreement"), which can be found at <https://www.sourcewell-mn.gov/cooperative-purchasing/092222-cat> and is incorporated by reference, with a date of expiration of November 22, 2027, which Master Agreement resulted from a competitive procurement, RFP No. 92222.

DeSoto County has reviewed the Master Agreement and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to DeSoto County under the same price(s), terms and conditions as the referenced Master Agreement above, and as set forth in Attachment "A", subject to the below:

1. All references in the Master Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and DeSoto County and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to DeSoto County under the same price(s), terms and conditions as are in the Agreement referenced above and incorporated by reference herein.

2. All references in the Agreement to "Participating Entity" shall be substituted with "DeSoto County, Florida".

3. Contractor has identified Ring Power Corporation as their authorized dealer in DeSoto County.

4. The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in DeSoto County, Florida, in any such action, Florida law shall apply.

5. The parties agree to comply with the General Insurance Requirements set forth in Attachment "B" which are incorporated herein as part of the Agreement.

6. The parties agree to comply with the Anti-Human Trafficking Affidavit set forth in Attachment "C" which are incorporated herein as part of the agreement.

7. The parties agree to comply with the following: UNITED STATES-PRODUCED IRON AND STEEL (s. 255.0993, Fla. Stat.). Any iron or steel product permanently incorporated into the project must be produced in the United States.

8. That the DeSoto County Administrative Agent for the Notice provisions is as follows:

Mandy J. Hines County Administrator DeSoto County 201 East Oak Street, Suite 201 Arcadia, FL 34266	With a copy to: County Attorney Office 201 East Oak Street, Suite 201 Arcadia, FL 34266
---	--

9. Contractor shall be required to comply with the requirements under Florida's Public Records Law found in Chapter 119, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Contractor must comply with the Florida public records laws, Florida Statute chapter 119. Specifically, if and to the extent Chapter 119 is applicable to Contractor's performance pursuant to this Agreement, Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. The parties agree to comply with Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

11. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

Agreed, accepted and consented to the _____ day of _____, _____.

WITNESS:

CONTRACTOR

Signature

BY: _____

Print Name

ATTEST:

DESOTO COUNTY, FLORIDA

Mandy Hines, Clerk to Board

BY: _____

ITS: _____

Attachment "A"
Master Agreement and Pricing

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **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 used, 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 Sourcewell 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 Sourcewell 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 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. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. 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. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

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

Intentionally omitted.

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

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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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.

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's Participating Dealers 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's Participating Dealer 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 Sourcewell if this certification changes at any time.

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

Intentionally omitted.

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

Caterpillar Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Jaime Mineart
8ED6778AD1EB44E...

By: _____

By: _____

Jeremy Schwartz

Jaime Mineart

Title: Chief Procurement Officer

Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 4:51 PM CST

12/6/2022 | 6:57 PM PST

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST

Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Caterpillar
5205 N O'Connor Blvd
Address: Irving, TX 75039
Contact: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Phone: 309-208-8238
Fax: 847-212-8020
HST#:

Submission Details

Created On: Thursday August 04, 2022 09:20:25
Submitted On: Thursday September 22, 2022 11:48:50
Submitted By: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Transaction #: 7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address: 198.180.154.20

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")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html
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):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>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.</p>	<p>Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support.</p> <p>The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located.</p> <p>Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than \$20.2 Billion of revenue globally for Caterpillar Inc. with more than \$7.6 Billion in North America alone.</p> <p>Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one.</p> <p>Caterpillar has a robust Code of Conduct that can be found at Caterpillar Code of Conduct Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar.</p> <p>We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.</p>

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.	<p>Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors.</p> <p>Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx.</p> <p>In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash Flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.</p>
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Caterpillar has never filed for bankruptcy.
16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments.</p> <p>Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>
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.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history. *
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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	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer's 2021 Product of the Year Competition</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%. *</p>

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
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?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
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?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=\$736,134 2021=\$1,353,905 2022 = as of today \$285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

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 *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	\$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	\$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	\$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	\$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	\$1,034,177	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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.	<p>The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached "Cat Dealer Directory". Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities.</p> <p>Please refer to the Cat dealer locations list and map included in "Additional Documents".</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full.</p> <p>In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

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.	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:</p> <ul style="list-style-type: none"> -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis)
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of 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?	<p>We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>36</p>	<p>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.</p>	<p>Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statutes, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCP), the professional association for cooperative procurement.</p> <p>Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth.</p> <p>Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to:</p> <ol style="list-style-type: none"> 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own.</p> <p>Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.</p>
<p>38</p>	<p>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?</p>	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>

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.	<p>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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.	<p>All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p>

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com.</p> <ol style="list-style-type: none"> 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.
<p>42</p>	<p>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.</p>	<p>At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar 2021 Sustainability Report.</p> <p>Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition</p>

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.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 <p>Certifications specific to EP product manufacturing:</p> <ol style="list-style-type: none"> 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015
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.	<p>Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.</p>

45	<p>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?</p>	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include:</p> <ul style="list-style-type: none"> - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes <p>All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.</p> <p>Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety.</p> <p>DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada.</p> <p>PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.</p>
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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 *
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
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?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.
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?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options.</p> <p>Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are:</p> <ol style="list-style-type: none"> 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages <p>CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.
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.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcewell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."
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 discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.
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.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.
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.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.

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.	<p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.</p> <p>Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well.</p> <p>The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.</p>
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.	<p>In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.</p>
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.)	<p>We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.</p>

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.	<p>Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions.</p> <p>The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing</p> <p>The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

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	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

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](#) - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
 - WM8E/M8E/S8E or Related Certificates (optional)
 - [Warranty Information](#) - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
 - [Upload Additional Document](#) - Additional.zip - Tuesday September 20, 2022 15:59:44

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. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

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_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1



CONTRACT EXTENSION

Contract Number: 092222-CAT

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Caterpillar Inc.
100 NE Adams St

Peoria, Illinois
(Vendor) 61629-0001

have entered into Contract Number: 092222-CAT
for the procurement of: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and
Services

The Contract has an expiration date of 2026-11-22 , but the parties may extend the Contract by mutual
consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and
Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional
period, with a new Contract expiration date of 2027-11-22 . All other terms and conditions of the Contract
remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

11/3/2025 | 8:42 PM CST
Date

DocuSigned by:
Nathan Button
5091FC8E7F924F8...
Authorized Signature

Nathan Button
Name

Vice President - REPS
Title

11/3/2025 | 9:00 PM CST
Date



Power Systems Division

2026 List Labor Rates

To take Effect 1/19/2026 & all prices are subject to change without notice.

<p>OVERTIME LABOR RATES: Applies before 7:30am and after 4:30pm Monday through Friday, and all work perform on Saturdays. Exception: When Holiday Labor Rates Apply.</p> <p>HOLIDAY / SUNDAY LABOR RATES: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at double our Regular Time Rate. Does not apply for Convenience of Ring Power.</p>

POWER SYSTEMS SERVICE				
GENERATOR	Description	Charge Codes	2026 Reg Rates	2026 OT Rates
	Shop Service Rate	SVL	\$173.00	\$259.00
	Field Serviceman Rate	FLD	\$189.00	\$283.00
	3600 Engine	MLB	\$208.00	\$312.00
	Switchgear Field	SWG	\$243.00	\$363.00
	Electric Power Gen PM	PMR	\$162.00	\$242.00
	Petro Recycling	PRS	\$161.00	\$241.00
	Zone Trip Charge	TRV	\$285.00	\$285.00

Above Rates are list. Contract 10% discount to be applied on invoices.



Power Systems Division

2026 Preventive Maintenance Pricing

Size (KW)	Technical Analysis (T/A)	Annual Maintenance w. (T/A)	Load Bank Only
5 - 25*	\$560.00	\$892.71	\$822.59
26 - 50*	\$560.00	\$892.71	\$869.67
51 - 100*	\$560.00	\$978.97	\$963.83
101 - 150	\$560.00	\$1,057.73	\$1,201.75
151 - 200	\$560.00	\$1,383.00	\$1,352.81
201 - 300	\$560.00	\$1,809.16	\$1,849.61
301 - 400	\$560.00	\$1,963.43	\$2,039.43
401 - 500	\$560.00	\$2,363.80	\$2,536.23
501 - 750	\$560.00	\$2,801.66	\$3,315.50
751 - 1000**	\$560.00	\$4,763.58	\$4,389.11
1001 - 1500**	\$560.00	\$5,558.99	\$5,640.67
1501 - 2000**	\$560.00	\$6,671.53	\$6,583.75
2001 - 2500**	\$560.00	\$7,274.84	\$7,526.83
2501+ 3Meg	\$560.00	\$8481.90	\$7,526.83
C175 - 16**	\$560.00	\$9,188.62	\$7,526.83
C175 - 20**	\$560.00	\$9,188.62	\$7,526.83

2027 Preventive Maintenance Pricing

Size (KW)	Technical Analysis (T/A)	Annual Maintenance w. (T/A)	Load Bank Only
5 - 25*	\$560.00	\$937.35	\$863.72
26 - 50*	\$560.00	\$937.35	\$913.15
51 - 100*	\$560.00	\$1,027.92	\$1,012.02
101 - 150	\$560.00	\$1,110.62	\$1,261.83
151 - 200	\$560.00	\$1,452.15	\$1,420.45
201 - 300	\$560.00	\$1,899.62	\$1,942.09
301 - 400	\$560.00	\$2,061.60	\$2,141.40
401 - 500	\$560.00	\$2,481.99	\$2,663.04
501 - 750	\$560.00	\$2,941.75	\$3,481.28
751 - 1000**	\$560.00	\$5,001.76	\$4,608.57
1001 - 1500**	\$560.00	\$5,836.94	\$5,922.71
1501 - 2000**	\$560.00	\$7,005.11	\$6,912.94
2001 - 2500**	\$560.00	\$7,638.58	\$7,903.17
3 Meg	\$560.00	\$8,905.99	\$7,903.17
C175 - 16**	\$560.00	\$9,648.05	\$7,903.17
C175 - 20**	\$560.00	\$9,648.05	\$7,903.17



Power Systems Division

2026 Scope of Work

Technical Analysis

- Qualified technician to perform 52-point Technical Analysis.
- Chemically test engine coolant.
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found, we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance with Technical Analysis

- Qualified technician to perform 52-point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s).
- Drain engine crankcase oil & refill to proper capacity.
- Test run of the engine to ensure no leaks; will prime fuel system if necessary.
- Dispose of used oil and filters adhering to EPA regulations.
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analysis will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at the time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator.

Attachment "B"
General Insurance Requirements

1.INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

Attachment "C"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

 Printed Name:
 Title:
 Nongovernmental entity:
 Date:

STATE OF _____
 COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202__.

(Notary Seal)

Notary Public



DeSoto County

6/9/2026

Item #: 12.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Contract

DEPARTMENT: Administration
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Cindy Talamantez

TITLE & DESCRIPTION:

Contract / Construction - Mills Generator Project

REQUESTED MOTION:

To approve the construction contract with Accurate Power and Technology for the installation of an emergency backup generator at the Mills Building located at 815 N Mills, Arcadia, FL.

SUMMARY:

This agenda item is to approve the construction contract with Accurate Power and Technology, the lowest responsive bidder for the Mills Generator Project. The contract amount is \$158,252.79. This is less than the construction budget, which is \$189,270.00, allowing the County to complete the project within the available grant funding while maintaining the full scope.

BACKGROUND:

The Mills Generator Project is funded through the Federal Division of Emergency Management (FDEM) with matching funds from the Community Development Block Grant Program (CDBG) and will provide emergency backup power to support critical government operations during emergency events and power outages. The project was competitively procured in accordance with federal, state, and local procurement requirements.

FUNDS:

Budget Amount: **\$189,270.00**
Actual Agenda Item Cost: **\$158,252.79**
Account Number: **307-26015196200000**
Explanation: **Funded by FDEM with CDBG match**

ITEM #: 12.

**DESOTO COUNTY
CONSTRUCTION AGREEMENT
INVITATION TO BID NO. 26-13-01**

THIS AGREEMENT is entered effective as of the date signed by the last party below (the "Effective Date") by and between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266 (the "County"), hereby contracts with **ACCURATE POWER AND TECHNOLOGY, INCORPORATED** (the "Contractor") 15519 West US Highway 441, Suite 101A, Eustis, FL 32726, an FDOT prequalified contractor licensed to perform all work in the State of Florida in connection with the County's Project **DeSoto County FDEM HMGP Grant Funded Mills Building Generator, Project No. 26-13-01** (the "Project"), as said work is set forth in the Scope of Work, and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #26-13-01 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

D. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

E. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

F. Construction services provided by Contractor for the Project shall be under the general direction of **26-13-01ITB**, or their successor, who shall act as the County's representative during the term of this Agreement (the "County Project Manager"). If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

G. The County Project Manager, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

H. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the County Project Manager.

I. Grant Funding; Compliance with Grant Requirements and Federal Contract Provisions. Contractor acknowledges and agrees that this Agreement and the Work to be performed hereunder are being funded, in whole or in part, through two (2) grant agreements: **(1) the Florida Division of Emergency Management ("FDEM") Hazard Mitigation Grant Program ("HMGP") grant agreement pursuant to Grant Agreement No. H1087 (project number 4673-032-R) between DeSoto County and FDEM, and (2) the State of Florida Department of Commerce ("Commerce") CDBG-DR Hazard Mitigation Grant Match Program grant agreement, pursuant to Grant Agreement No. H1002 between Commerce and the County** (collectively, hereinafter referred to as the "Grant Agreements"). The Grant Agreements, together with all applicable

attachments, exhibits, assurances, terms, conditions, statutes, regulations, and guidance incorporated therein, as may be amended from time to time, is hereby incorporated into this Agreement by reference as though fully set forth herein. Contractor shall comply with all applicable provisions, requirements, and obligations imposed under the Grant Agreements to the extent applicable to the Work, services, materials, and obligations to be performed by Contractor under this Agreement. Contractor further acknowledges that the Grant funding may include federal funds and, accordingly, Contractor shall comply with all applicable federal laws, regulations, executive orders, grant requirements, and procurement standards applicable to federally funded contracts, including, but not limited to, those provisions contained in Exhibit K, entitled "Federal Contract Provisions," which is attached hereto and incorporated herein by reference. Contractor shall ensure that all applicable federal contract provisions are included in all subcontracts and lower-tier agreements related to the Work. In the event of any conflict between the terms of this Agreement and any mandatory grant or federal funding requirements applicable to the Project, the applicable grant and federal funding requirements shall control to the extent required by law.

Section 2. Scope of Work.

A. The Project consists of the provision and installation of a back-up emergency generator at the Mills Building Facility located at 815 N. Mills Avenue, Arcadia, FL 34266, as set forth in the Scope of Work in the Invitation to Bid, No. 26-13-01. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

C. The Contractor is not authorized to provide services or materials to the County or undertake any project or work provided for in this Agreement prior to the County having first issued a Notice to Proceed.

D. It is the intent of the Contract Documents for a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification,

manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

E. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County Project Manager. If required, a Field Order will be issued pursuant to Section 10 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the County, the Contractor shall assume responsibility for such performance and shall share in all costs. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **\$158,252.79** or in WORDS: **ONE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND SEVENTY-NINE CENTS**. The cost proposal is on the following page.

**The remainder of this page is intentionally left blank.
Cost Proposal Follows.**

**DESOTO COUNTY
FDEM HLMP GRANT FUNDED
MILLS BUILDING GENERATOR PROJECT
BID FORM
BID 26-13-01ITB**

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

QTY.	U/M	COMMODITY OR SERVICES	TOTAL PRICE
1	LUMP SUM	Generator installation at the Mills Building as specified.	\$ <u>158252.79</u>

WRITTEN BID AMOUNT: One Hundred Fifty-Eight Two hundred Fifty-Two Thousand. + 79/100.


(Company Name) Accurate Power and Technology

(Mailing Address) 15519 West US Hwy 441 Suite A101 Eustis, FL 32726

(Street Address) same

(CITY/STATE/ZIP) same

BY Sonny J. Duker TITLE President
(Please print)


(Signature – Bids Must Be Signed by a person authorized to bind the Company)

TELEPHONE 352.735.8295 DATE 4-15-26

FAX #: 352.609.5168

EMAIL ADDRESS: sonny@accuratepowerandtechnology.com

A site visit was performed.

B. Invoices must reference the applicable Contract and should further include the Contractor's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable. Payment will not be made until an acceptable invoice and required documentation are provided by Contractor and accepted by the County.

C. Each individual invoice shall be due and payable in accordance with the Florida Prompt Payment Act set forth in Chapter 218, Florida Statutes. All invoices shall be delivered to the County Project Manager at the following address:

DeSoto County Board of County Commissioners
Attention: Dennis Johnson
201 East Oak Street
Suite 201
Arcadia, FL 34266

D. In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any other further charges if not properly included on this final invoice are waived by the Contractor.

E. Payment of the final invoice shall not constitute evidence of the County's acceptance of the work. For final acceptance of any services provided hereunder, the Contractor will submit an acceptance document to the County for approval.

F. If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by the County, and if so requested, shall be furnished by the Contractor to the County Clerk's satisfaction.

G. The County Project Manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

H. If the Contract Amount includes an allowance, the Contractor shall cause the Work covered by the allowance to be done for such sums within the limits of the allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any allowances. No demands for an additional sum for overhead or profit will be allowed.

I. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

J. The County may subsequently identify items eligible for direct purchase for

sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the compensation by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Term; Time is of the Essence.

A. The term of this Agreement shall commence on the date the Agreement is fully executed by both the County and the Contractor and shall continue until **January 31, 2027**, unless otherwise terminated as provided herein.

B. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor.

C. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 12.B. herein.

D. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

E. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 6. Investigation and Utilities.

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 7. Payment Provisions.

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the County Project Manager a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

B. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment

are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

C. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

C.1 indicate his approval of the requested payment;

C.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

C.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

D. The County shall retain a five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to the Contractor with final payment.

E. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

F. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

G. The County Project Manager or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County Project Manager or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other

agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

G.1 Defective Work not remedied;

G.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

G.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

G.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

G.5 Unsatisfactory prosecution of the Work by the Contractor;

G.6 Any other material breach of the Contract Documents.

H. If these conditions in Subsection 7.G are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

I. The County shall make final payment to Contractor in accordance with the Florida Prompt Payment Act set forth in Chapter 218, Florida Statutes, after the Work is finally inspected and accepted by both the County and the County Project Manager in accordance with Section 21.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

J. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County Project Manager or the County at the time of final inspection.

Section 8. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to County Project Manager within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County Project Manager in evaluating the proposed substitute. The County Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County Project Manager, if Contractor submits sufficient information to allow the County Project Manager to determine that the substitute proposed

is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County Project Manager shall be the same as those provided herein for substitute materials and equipment.

E. The County Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. The County Project Manager shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County Project Manager's and the County's prior written acceptance which shall be evidenced by a Change Order. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The County Project Manager will record time required by the County Project Manager in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the County Project Manager for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 9. Ownership of Documents and Public Records

A. The Contractor shall be required to cooperate with the County and other Contractors 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 County for its use and/or distribution as may be deemed appropriate by the County. The Contractor is not liable for any damages, injury or costs associated with the County use or distribution of these documents for purposes other than those originally intended by the Contractor.

B. The Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

B.1. Keep and maintain public records required by the County in order to perform the Scope of Services described herein.

B.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

B.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

B.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County,

upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

B.5. If the Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

B.6. Subcontractor Compliance with Public Records Requirements. Contractor shall include the public records obligations and requirements set forth in this Section 9.B in all subcontracts and lower-tier agreements related to the Work. Contractor shall require each subcontractor to comply with all applicable provisions of Chapter 119, Florida Statutes, including, without limitation, the obligations to maintain, provide, retain, transfer, and protect public records in accordance with Florida law. Contractor shall be responsible for ensuring subcontractor compliance with the requirements of this Section and shall ensure that all subcontract agreements contain flow-down provisions binding the subcontractor to the same public records obligations imposed upon Contractor under this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Section 10. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit H, as applicable, shall be issued and executed promptly after an agreement is reached between

Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The County Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and County Project Manager within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and County Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and County Project Manager within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor

shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to County Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 14. Indemnification and Insurance.

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, Commerce, and FDEM, their agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County, Commerce, and FDEM, their agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. Should a court find any provision of this Section 14 to be unenforceable, such determination shall not affect the validity or enforceability of any other provision herein.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate

consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation,

employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 15. Compliance with Laws.

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 16. Cleanup and Protections.

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any

such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 17. Assignment.

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 18. Permits, Licenses and Taxes.

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 19. Termination for Default.

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a

reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against

Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 20. Termination for Convenience and Right of Suspension.

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 21. Completion.

A. When the Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and County Project Manager in writing that the Work (or such designated portion) is substantially complete and request that County Project Manager issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and County Project Manager shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and County Project Manager do not consider the Work (or designated portion) substantially complete, County Project Manager shall notify Contractor in writing giving the reasons therefor. If the County and County Project Manager consider the Work (or designated portion) substantially complete, County Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the County Project Manager.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, County Project Manager will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the County Project Manager may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

C. Prior to final payment, the County Project Manager may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the County Project Manager that said part of the Project is Substantially Complete and request the County Project Manager to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the County Project Manager and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the County Project Manager will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 22. Warranty.

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the

Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 23. Tests and Inspections.

A. The County, County Project Manager, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County Project Manager the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the County Project Manager forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County Project Manager and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County Project Manager, such work must, if requested by County Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County Project Manager timely notice of Contractor's intention to cover the same and County Project Manager has not acted

with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County Project Manager, such Work must, if requested by County Project Manager, be uncovered for County Project Manager's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the County Project Manager nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 24. Defective Work.

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the County Project Manager shall be deemed defective Work. If required by the County or County Project Manager, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or County Project Manager, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or County Project Manager consider it necessary or advisable that covered Work be observed by County Project Manager or inspected or tested by others, Contractor, at the County's or County Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or County Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or County Project Manager may order Contractor to stop the Work, or any portion

thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and County Project Manager to stop the Work shall not give rise to any duty on the part of the County or County Project Manager to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or County Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by County Project Manager or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, County Project Manager and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 25. Supervision and Superintendents.

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such

skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and County Project Manager except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. Protection of Work.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

Section 27. Emergencies.

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or County Project Manager is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County Project Manager written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

B. If the County Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. Use of Premises.

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site

upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

C. All equipment will be staged on DeSoto County right-of-way in areas approved by the County, ensuring access to adjacent residences and travel ways are not blocked. Staging on private property will be allowed after written permission has been received from the property owner by the County. The County will not be responsible for any costs associated with the use or clean-up of any private property used by the Contractor.

Section 29. Safety.

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the

protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 30. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Human Trafficking Affidavit
- J. Foreign Concern Affidavit
- K. Federal Contract Provisions

Section 31. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

With Copy To:

County Administrator or Designee
DeSoto County
201 E. Oak Street, Suite 201
Arcadia, Florida 34266
Phone: 863-993-4800
Fax: N/A
Email: d.johnson@desotobocc.com

DeSoto County Attorney
Nabors, Giblin & Nickerson, P.A.
8201 Peters Road, Suite 1000
Plantation, Florida 33324
Phone: (954) 315-0268
Fax: N/A
Email: vvicente@ngnlaw.com

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States

Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: Accurate Power and Technology, Incorporated
Address (including city, state and zip): 15519 West US Highway 441, Suite 101A
Eustis, FL 32726
Name of person with their title to whose
Attention the notice should be sent: Sonny Dukes
Telephone and Fax numbers: Ph: (352) 735-8285 / Fax: (352) 609-5168

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 32. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 33. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 34. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 35. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 36. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or

if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 37. Entire Agreement.

Each of the parties hereto agrees and represents that the Contract Documents comprise the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 38. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 39. Subcontracting.

A. The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contract, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a

subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 40. United States-Produced Iron and Steel.

Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

Section 41. Human Trafficking.

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the CONTRACTOR must attest under the penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit I.

Section 42. Countries of Foreign Concern.

Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a

foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of CONTRACTOR, is attached hereto as Exhibit J.

Section 43. Section 3 Clause.

The Contractor shall comply with this Section 43 and the provisions, as set forth in sections A-F below, shall be included in all subcontractor agreements of the Contractor under this Agreement (hereinafter referred to as the "Section 3 Clause").

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by the United States Department of Housing and Urban Development's ("HUD") assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations codified in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the regulations contained in 24 C.F.R. part 75.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the Contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and further agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is

executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

F. Non-compliance with HUD's regulations as set forth in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:
ACCURATE POWER AND TECHNOLOGY, INCORPORATED, a Florida Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

[Corporate Seal]

OWNER: DeSoto County, Florida

(SEAL)

By: _____
Steve Hickox, Chairman
Board of County Commissioners

Date: _____

ATTEST:

Mandy Hines, County Administrator

APPROVED AS TO FORM:

Valerie Vicente, County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT B
INVITATION TO BID

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com



Project Number: 26-13-01 Invitation to Bid

Title: DeSoto County FDEM HMGP Grant Funded Mills Building Generator Project.

Description: The DeSoto County Board of County Commissioners are in receipt of Florida Division of Emergency Management (FDEM) Hurricane Loss Mitigation Grant Program (HMGP) Funds and are seeking formal Bids from qualified firms and/or individuals for the DeSoto County Mills Building Generator Project as indicated within the context of this Bid.

Pre-Bid Conference: April 7, 2026 @ 10:00AM

Location: DeSoto County Administration Building, 201 E. Oak Street, 1st Floor Boardroom, Arcadia, Florida 34266, with a possible on-site visit immediately following the meeting.

Mandatory: Yes [] No [X]

Bid Due Date: April 28, 2026 @ 2:00 PM

Proposals must be submitted to the Purchasing Office at 201 E. Oak St., Suite 203, Arcadia, FL 34266.
Proposals submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPO, CPPB Purchasing Director
(863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such, two (2) copies, and one (1) electronic copy of full bid on a flash drive.

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: Accurate Power and Technology
Contact person: Sonny J Dikes
Mailing address: 18819 West US Highway 441 Suite A101
City: Eustis State: Florida Zip code: 32726
PH: 352.735.9285 FAX: 352.609.5165 email: sonny@accuratepowerandtechnology.com

Documents may also be obtained by using www.demandstar.com

All questions must be submitted in writing by contacting the purchasing department.

DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.

Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.

All first time vendors must submit a W-9 Form with their response.

**DESOTO COUNTY
FDEM HLMP GRANT FUNDED
MILLS BUILDING GENERATOR PROJECT
BID FORM
BID 26-13-01ITB**

Proposal of Accurate Power and Technology (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as A Generator Guy*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the Mills Building Generator Installation Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the process stated in the BID SCHEDULE.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto, certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **ONE HUNDRED THIRTY-FIVE (135)** consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 4-20-26

Number _____, dated _____

Number _____, dated _____

Number _____, dated _____

Number _____, dated _____

Number _____, dated _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

***This official Bid Form must be completed and used in submitting a Bid.
The Board reserves the right to accept or reject all Bids, or any parts thereof.***

**DESOTO COUNTY
FDEM HLMP GRANT FUNDED
MILLS BUILDING GENERATOR PROJECT
BID FORM
BID 26-13-01ITB**

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

QTY.	U/M	COMMODITY OR SERVICES	TOTAL PRICE
1	LUMP SUM	Generator installation at the Mills Building as specified.	\$ <u>158252.79</u>

WRITTEN BID AMOUNT: One Hundred Fifty-Eight Two hundred Fifty-Two Thousand. + 79/100.

(Company Name) Accurate Power and Technology


(Mailing Address) 15519 West US Hwy 441 Suite A101 Eustis, FL 32726

(Street Address) same

(CITY/STATE/ZIP) same

BY Sonny J. Duker TITLE President

(Please print)


(Signature – Bids Must Be Signed by a person authorized to bind the Company)

TELEPHONE 352.735.8295 DATE 4-15-26

FAX #: 352.609.5168

EMAIL ADDRESS: sonny@accuratepowerandtechnology.com

A site visit was performed.

BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

- Completely Executed Bid Package (one (1) original, two (2) copies, one (1) electronic copy on a flash drive)
- Bid Proposal Form
- Qualifications Statement Form
- Hold Harmless Form
- Drug Free Workplace Form
- E-Verify Form
- Certification Regarding Debarment or Suspension
- Public Entity Crimes Form
- Non-Collusion Affidavit
- Conflict of Interest
- Anti-Human Trafficking Affidavit
- Foreign Country of Concern Affidavit

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 3426

SUBMITTED BY: Accurate Power and Technology **CIRCLE ONE**
NAME: Sonny J Dukes Corporation
ADDRESS: 18579 West US Highway 441 Suite A101 Partnership
PRINCIPAL OFFICE: Eustis FL 32726 Individual
Joint Venture
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Accurate Power and Technology

The address of the principal place of business is: 18579 West US Highway 441 Suite A101 Eustis, FL 32726

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: 5-2005
- b. State of Incorporation: Florida
- c. President's name: Sonny J Dukes
- d. Vice President's name: Shannon M Dukes
- e. Secretary's name: -
- f. Treasurer: -
- g. Name and address of Resident Agent: -

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners: _____

N/A

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

10 years.

a. Under what other former names has your organization operated?

All State Home Innovations

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

POS0000059556

8. Have you personally inspected the site of the proposed work?

Yes X

No _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
 ACCURATE POWER AND TECHNOLOGY, INC.

Filing Information

Document Number P05000059556
FEI/EIN Number 20-2663060
Date Filed 04/19/2005
Effective Date 04/12/2005
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 03/20/2015
Event Effective Date NONE

Principal Address

15519 West US Highway 441
 Suite 101A
 Eustis, FL 32726

Changed: 01/10/2021

Mailing Address

32744 SCENIC HILLS DRIVE
 MT DORA, FL 32757

Changed: 04/01/2013

Registered Agent Name & Address

DUKES, SONNY
 32744 SCENIC HILLS DRIVE
 MT DORA, FL 32757

Name Changed: 03/05/2011

Address Changed: 04/01/2013

Officer/Director Detail

Name & Address

Title P

DUKES, SONNY JONATHAN
32744 SCENIC HILLS DR
MT DORA, FL 32757

Title V

DUKES, SHANNON M
32744 SCENIC HILLS DR
MT DORA, FL 32757

Annual Reports

Report Year	Filed Date
2021	01/10/2021
2022	01/25/2022
2023	03/10/2023

Document Images

03/10/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/10/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
03/07/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
01/14/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- Name Change	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- REINSTATEMENT	View image in PDF format
03/05/2011 -- REINSTATEMENT	View image in PDF format
08/19/2008 -- ANNUAL REPORT	View image in PDF format
02/21/2007 -- REINSTATEMENT	View image in PDF format
07/08/2005 -- Amendment and Name Change	View image in PDF format
06/24/2005 -- Reg. Agent Change	View image in PDF format
04/19/2005 -- Domestic Profit	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

PHILLIPS, JACK E

A GENERATOR GUY
32744 SCENIC HILLS DRIVE
MOUNT DORA FL 32757

LICENSE NUMBER: EC13007737

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



9. Did you attend the Pre-Proposal Conference? Yes X No _____

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

No

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
City Electric	ROD Cosgrove	3001 N. Hwy 19A Mt Dora 32857	Email <u>rod@cityelectric.com</u> Telephone <u>382.729.1100</u>
Napa of Mt. Dora	Bob.	111 S. Highland St Mt Dora, FL 32757	Email <u>-</u> Telephone <u>352.383.3278</u>
Davidson Sales	Valerie Burk	739 Bill France Blvd. Daytona Beach, FL 32117	Email <u>valerieb@davidsonsales.com</u> Telephone <u>386.274.2079</u>

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Chris Ethridge

Please see attached

Steve Kiss

Resumes

Brian McCarty

Sonny Dukes

From: Chris Ethridge
Sent: Monday, February 12, 2024 8:56 AM
To: Sonny Dukes
Subject: Resume

Chris Ethridge

Graduated Leesburg High School 2008

NJATC union Electrical trade school 2008-2012

5 year program

1200 classroom hours

8000 OJT hours

Journeyman competency license since 2009

Advanced MOT certified since 2023

Schwartz Electrical

Apprentice/helper

2006-2008

Learned the basics of the trade. Installing conduit, pulling wire, installing devices, material organizing, warehouse work.

Lake Side Electrical

2008-2010

Began to learn more technical aspects of the trade.

Blueprint reading, installing panels and large switch gear, lighting controls, circuitry layout, troubleshooting electrical systems, basics for low voltage systems, site lighting, hospital work.

Ermco of Florida

2010-2012

Still going through my electrical trade school, moving more into a Forman position.

Advanced lighting controls, basics for fire alarm systems, theme park ride controls, show/stage lighting systems, water treatment plant systems, basics for fiber optic systems, basics for animatronics, VFD installations and troubleshooting, UPS system installations, duct bank installations.

Electrical Works of Florida

2012-2020

Started to do service work, management position related work, electrical estimating.

Commercial/residential service work, custom lighting design and installation, custom electrical system design and installation, basics of lightning protection, RV and Mobile home park design and install, power company coordination and engineering, electrical estimates, motor control systems and troubleshooting, permitting related tasks, new

business relations, crew management, remodeling and new build outs for commercial and residential, commercial kitchen hood systems installation and troubleshooting, heavy equipment rigging and operating

Accurate Power and Technology
2021-Present

Continuing electrical experience in a more specialized field with generators.

Installation of generators for commercial and residential projects, troubleshooting generator related equipment, transfer switch installations and troubleshooting, electrical estimating, crew management

Best Regards,
Chris Ethridge

Accurate Power & Technology

Office: [352-735-8285](tel:352-735-8285)

Sent from my iPhone, please forgive any typos.

Get [Outlook for iOS](#)

Steve Kiss

1140 Upper Manatee River Rd., Unit 218
Bradenton, FL, 34212
(706)300-5618
steve.kiss54@gmail.com

Professional Summary: With more than 35 years experience in the industrial and commercial electrical fields, I am confident, decisive, as well as detail oriented to handle any electrical work, weather I work with my tools or lead a crew, and carry out any new installation or maintenance of existing electrical systems professionally.

Skills: Able to work on and trouble shoot low or high voltage circuits.
Able to install, test and connect any new electrical equipment.
Able to install and terminate Cat 5/6 & 6a cables & equipment.
Able to lead a crew and plan ahead for all aspects of the project.

Experience: Accurate power & Technology , 15519 US Hwy. 441, A101
Eustis, FL, 32726. Installations of residential and commercial generators and all other aspect of commercial electrical work.
From; 10/2023 To; Present

A & A Electric Co. , 4409 N. Thatcher Ave., Tampa, FL, 33614
(813) 872-8597 Worked at the PAM Rehabilitation Hospital at Venice, FL from slab to rough in of normal and critical circuits, low voltage lighting controls, A/C units and kitchen equipment, and contributed to the installation of the Life Safety system.
From; 01/2023 To; 09/2023

Cleveland Electric Co., 1281 Fulton Ind. Blvd., Atlanta, Ga, 30336
(404) 696-4550 Worked at the Gainesville Hospital expansion for providing temporary power and lighting and duct bank installation. Worked on the generator room and the ATS system.
From; 01/2022 To; 10/2022

Unity Electric Co., LLC, 1865 McFarland Pkwy., Alpharetta, GA, 30005 (770) 753-1944 Worked at the UPS data center for 6 years installing power systems, Cat 6 and fiber optics for servers, switches, office cubicles and the supporting facilities. Removing outdated servers and switches and replace them with new & faster equipment.
From; 02/2016 To; 01/2022

Continued on Page 2

Page 2

Experience;

Allison Smith Co., LLC, 2284 Marietta Blvd. NW, Atlanta, GA, 30318. (404) 351-6430. Worked in all aspects of industrial and commercial installations around Atlanta, GA. On and off in a foreman position on various size projects.
From; 04/2011 To; 01/2016

Uptime Electric Co., 495 Circle 85 St., Atlanta, GA, 30349. (404) 559-8745. Worked at the Atlanta International Airport, as well for Delta Airlines maintenance facility, and commercial and industrial service calls in and around Atlanta.
From; 07/2000 To; 03/2011

CEC Electric, Inc., 1848 N.W. 21st Street, Pompano Beach, FL, 33069. (954) 960-1362. Worked as a service truck driver, then as a foreman, running commercial jobs for new construction.
From; 03/1990 To; 04/2000

Ginel Electric Co., 5125 Roosevelt St., Hollywood, FL, 33020. (954) 985-4298. Started my career as an electrician with this company doing residential and commercial work, as well as some service work from small to mid size projects.
From; 06/1985 To; 02/1990

Education:

MUM Trade School, Dunaujvaros, Hungary. As soon as I finished and graduated from trade school, my family emigrated to America.

Did attend continuing educational classes at Fort Lauderdale Adult Education Center to earn my Journeyman Wireman cards for the 4 counties I used to work in before moving to Georgia.(copy attached)

For safety training, I attended 30 hours of OSHA classes and hold an OSHA 30 card. (copy attached)

At the UPS Data Center I completed an Arc Flash safety class.

BRIAN MCCARTY

Belleview, FL | 941-586-3180 | britheguy1984@gmail.com

Electrical Superintendent | Project Leader | Safety-Driven Construction Professional

PROFESSIONAL SUMMARY

Results-driven Electrical Superintendent with over 10 years of experience leading multi-family and single-family construction projects from planning through completion. Proven ability to manage crews, coordinate subcontractors, enforce safety compliance, and deliver projects ahead of schedule and under budget. Extensive knowledge of OSHA standards, NEC code requirements, and large-scale electrical systems. Recognized for strong leadership, reliability, and maintaining high-quality workmanship across job sites.

PROFESSIONAL EXPERIENCE

Electrical Superintendent – SCE Power Plus, Sarasota, FL | Mar 2024 – Present

- Lead electrical operations for multi-unit construction projects, overseeing crews and subcontractors
- Implement safety protocols resulting in zero job-site incidents during tenure
- Delivered projects up to 10% ahead of schedule while maintaining strict quality standards
- Maintain daily job logs and coordinate closely with project managers and engineers
- Ensure full compliance with NEC codes, OSHA standards, and local regulations

Electrical Superintendent / Foreman – Owen Electric, St. Augustine, FL | Aug 2022 – Feb 2024

- Supervised electrical crews on large-scale residential and multifamily construction projects
- Coordinated manpower, materials, and scheduling to meet deadlines and budget targets
- Improved workflow efficiency through clear communication with project managers and other trades
- Enforced safety and quality standards across all phases of installation

Electrical Foreman / Fire Alarm Technician – KNR Electrical, Palatka, FL | Jun 2018 – Aug 2022

- Directed field crews on electrical and fire alarm system installations
- Reviewed blueprints, job specifications, and material requirements for accuracy
- Conducted inspections and troubleshooting to maintain compliance and workmanship standards
- Built strong working relationships with contractors, inspectors, and customers

CORE COMPETENCIES

- Electrical Project Supervision
- NEC Compliance & OSHA 30 Standards
- Crew Leadership & Scheduling
- Blueprint & Plan Interpretation
- Safety Management & Risk Reduction
- Quality Control & Inspections
- Subcontractor Coordination
- Electrical Diagnostics & Troubleshooting
- Construction Planning & Logistics

CERTIFICATIONS

OSHA 30 Construction Safety

BASA/FASA Certified

EDUCATION

High School Diploma – Hamburg High School, Hamburg, NY (Graduated with Honors)

14. State the name of the individual who will have personal supervision of the services:

Brian McCarty

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

[Signature]
SIGNATURE

State of Florida
County of Lake

On this the 8th day of April, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared

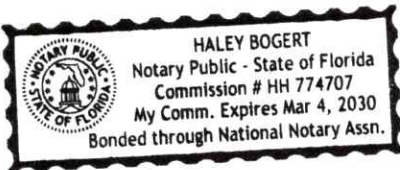
Sonny Dulce and
(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Haley Bogert
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Bidding Firm:

Accurate Power and Technology

Mailing Address:

15519 West US Highway 441 Suite A101


Location Address:

same

City & State: Eustis, FL ZIP: 32726

Telephone: 352 765-8285 Fax Number: 352-609-5165

Name/Title of person authorized to bind the Company: Sonny J. Dikes

Signature of person authorized to bind the Company: 

Date: 4-8-26

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Accurate Power and Technology (name of business) does:

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 prohibition.
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 employees 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 such 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.

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

Signature:  _____

Dated: 4-8-26 _____

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Lake

BEFORE ME, the undersigned authority, appeared Sonny J Dikes,
who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the President of
Accurate Power and Technology, Inc (the
"Contractor/Consultant/Vendor").

4. I am authorized by Accurate Power and Technology to make this
Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida
Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for
private or public employment, an alien who is not duly authorized to work in the United
States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida
Statutes, prohibits public employers, contractors, and subcontractors from entering into a
contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of
Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance
with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term
of any contract with DeSoto County.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the
requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

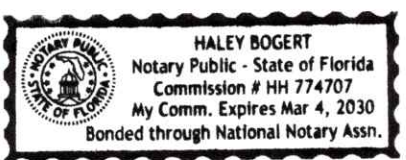
12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

[Signature]
Signature of Affiant
on behalf of Contractor/Vendor

By: Sonny J. Dukes
As its: President
Dated: 4-8-26

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of April, 2026, by Sonny Dukes, on behalf of Accurate Power and Technology who is personally known to me or who has produced _____ as identification.




[Signature]
Print Name: Haley Bogert
Notary Public of the State of Florida

My Commission Expires: 03/04/2030

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

President

Title

Accurate Power and Technology

Contractor/Firm

15519 West US Highway 441 Suite A101

Address
Guthrie, FL 32726

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Lake

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of Accurate Paws and Technology
[Name of firm]

is 1889 West US Highway 441 Suite A101 Eustis, FL 32726

2. My relationship to Accurate Paws and Technology
[Name of firm]

is President
[Relationship, such as sole proprietor, partner, president, vice president]

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean 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 nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

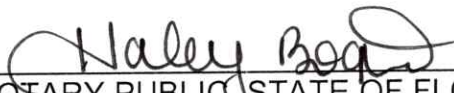
[Draw a line through paragraph 7 if paragraph 6 above applies.]


SIGNATURE

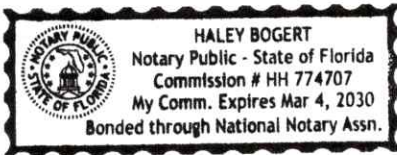
State of Florida
County of Lake

On this the 8th day of April, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared Sonny Dukes and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.


NOTARY PUBLIC STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Haley Bogert
(Name of Notary Public: Print, stamp, or type as commissioned.)

Personally, known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
<i>Sonny J Dikes</i>	<i>President</i>
<i>Shannon M Dikes</i>	<i>VP.</i>

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF *Lake*

BEFORE ME, the undersigned authority, personally came and appeared,

Sonny J Dikes, who after being duly sworn, deposed and said that he is the fully authorized *President* of

Account Based and Technology

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

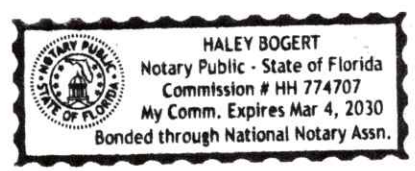
AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 8th DAY OF April, 2020 NOTARY PUBLIC

AFFIANT
Company Name: Accurate Power and Technology
Address: 18819 W. US Highway 441 Suite A101 Eustis, FL 32726
Phone Number: 352.735.8285
Signature: [Handwritten Signature]

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Lake

being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 8th day of April 2020 NOTARY PUBLIC in and for the State of Florida

Signature [Handwritten Signature]
Seal



CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared

Sonny J Dukes, who was duly sworn, deposes, and states:
1 I am the President of Accurate Power Technology with a local office in Sarasota and principal office in Euets.

2 For DeSoto County the above-named entity is submitting an Expression of Interest for the DeSoto County project described as: ***ITB 26-13-01 DeSoto County Storage Building Construction Project.***

3 The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this 8th day of April, 2025.

(Affiant)
[Signature]

Typed Name of Affiant Sonny J Dukes

Title President

Sworn to and subscribed before me this 8th day of April, 2025.

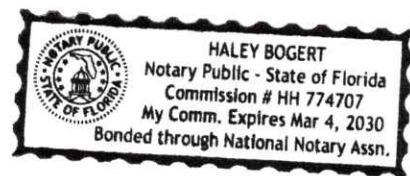
Personally known

OR Produced identification _____ Notary Public - State of Florida

[Signature]

My commission expires 03/04/2030 (Type of identification)

(Printed typed or stamped commissioned name of notary public)



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Accurate Power and Technology, Inc.
15519 West US Highway 441, Suite 101A
Eustis, FL 32726

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

DeSoto County Board of County Commissioners
201 E Oak Street Suite 203
Arcadia, FL 34266

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

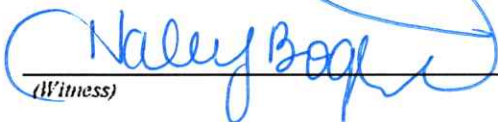
26-13-01ITB, DeSoto County FDEM HMGP Grant Funded Mills Building Generator Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of April, 2026



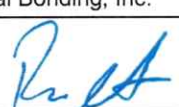
(Witness)

Accurate Power and Technology, Inc.
(Principal) _____ (Seal)


(Title)



(Witness) Lily Rafford

Merchants National Bonding, Inc.
(Surety) _____ (Seal)


(Title) Russell S. Stampler, Attorney-in-Fact



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David T Satine; Jonathan A Bursevich; Russell S Stamper; Warren M Alter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

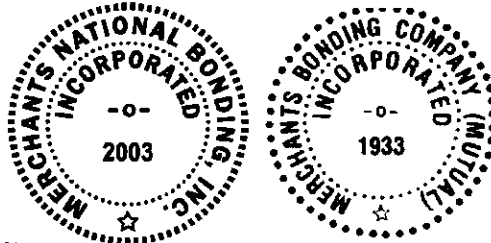
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

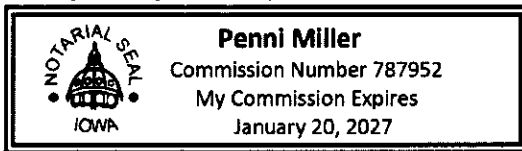


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

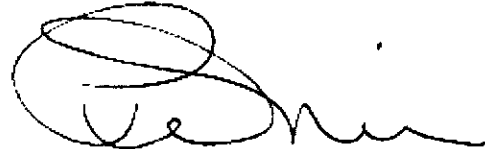
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

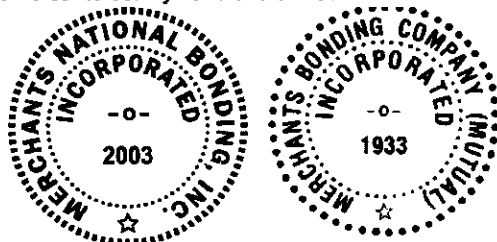


(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of April, 2026.




Secretary

**DESOTO COUNTY
FDEM HMGP GRANT FUNDED MILLS BUILDING
GENERATOR PROJECT
ADDENDUM NO. 1
PROJECT NO. 26-13-01ITB**

QUESTIONS AND ANSWERS

- Q1:** Please clarify the required generator runtime. The specifications reference approximately 12 hours of operation; however, CDBG guidance indicates 48 hours may be required or recommended.
- A1:** HUD does not specify a mandatory uniform number of hours for continuous generator use in CDBG grants; however, it is recommended to ensure the generator can run for at least 48 hours. The generator and associated pieces shall comply with local building codes, manufacturer requirements, and NEC (National Electric Code) standards, to ensure they can support the intended critical loads during emergencies.
- Q2:** Are the drawings included in the bid package to be used for this project?
- A2:** The drawings included in the bid package are from the original Mills Building renovation project. The generator portion was removed from that project and is being completed under this solicitation.
- Q3:** Please confirm that the scope of work is limited to the generator and associated connections and does not include other work shown in the original project drawings.
- A3:** The scope of work for this project is limited to installation of the generator and associated connections. Work associated with the prior building renovation is not included.
- Q4:** Please confirm the estimated project budget.
- A4:** The project budget is approximately \$189,270.

Q5: Is the 12' x 12' generator pad size a requirement?

A5: **The 12' x 12' dimension is a recommendation. The final pad size shall be determined by the Contractor based on the generator provided.**

Q6: Is the utility transformer work shown in the drawings, including removal and relocation, part of this project?

A6: **The new transformer is already in place and the removal of the old transformer is not in this scope.**

Q7: Is three-phase power already available at the project site?

A7: **Yes. Three-phase power has already been installed to the project area.**

Q8: Can the drawings included in the bid package be used for permitting, or will separate engineered drawings be required?

A8: **Yes, the drawings included in the bid package can be used for permitting.**

Q9: Please clarify the required fuel tank capacity, required generator runtime, and all applicable CDBG requirements, including whether Acceptable Separation Distance (ASD) requirements apply.

A9: **HUD does not specify a mandatory uniform number of hours for continuous generator use in CDBG grants; however, it is recommended to ensure the generator can run for at least 48 hours. The generator and associated pieces shall comply with local building codes, manufacturer requirements, and NEC (National Electric Code) standards, to ensure they can support the intended critical loads during emergencies. Please review the attached Acceptable Separation Distance (ASD) Requirements.**

Q10: Is a bid bond required for this project?

A10: The County does not require a Bid Bond for this project. However, FloridaCommerce requires a bid bond for construction contracts exceeding the Simplified Acquisition Threshold, currently set at \$250,000.00.

Q11: Please clarify Section 3 requirements, specifically whether hiring Section 3 workers is mandatory.

A11: Contractors are required to make a documented good faith effort to recruit and hire Section 3 workers; however, meeting specific hiring thresholds is not mandatory.

Q12: Will power shutdowns be required, and how will they be coordinated?

A12: The building is currently occupied. Any required power outages will be coordinated in advance with the County, including DeSoto County Facilities Department and the affected occupants (Property Appraiser, Tax Collector, and Department of Health). Outages may be scheduled after normal business hours or on weekends to minimize disruption to operations.

Q13: Are permit fees the responsibility of the Contractor?

A13: The contractor is responsible for obtaining all required permits and complying with applicable permitting requirements. However, no permit fees are anticipated, as the project is a County-owned facility.

Q14: Does the 135-day contract time include procurement and equipment lead times?

A14: Yes. The 135-day contract duration includes procurement activities and equipment lead times. However, the County may coordinate with the awarded Contractor regarding schedule adjustments as needed. The Grant Agreement end date is May 31, 2027, and the project schedule should allow sufficient time for final inspection and closeout, typically up to three (3) months.

Q15: Is there a firm completion deadline associated with the grant?

A15: The Grant Agreement end date is May 31, 2027. The project schedule should allow sufficient time for final inspection and closeout, typically up to three (3) months.

Q16: What is the anticipated timeline for award?

A16: Upon selection, the award process is estimated to take approximately two (2) to four (4) weeks, inclusive of Board approval and required FloridaCommerce review and concurrence prior to contract execution.

ATTACHMENTS:

- Acceptable Separation Distance (ASD) Guidebook

**DESOTO COUNTY
FDEM HMGP GRANT FUNDED MILLS BUILDING
GENERATOR PROJECT
ADDENDUM NO. 1
PROJECT NO. 26-13-01ITB**

Addendum No. 1 dated this 20th day of April 2026.

Cindy Talamantez
Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 1 by:

Signature: Ma

Company: Accurate Power & Technology

Date: 4-22-26

EXHIBIT D
PERFORMANCE BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT E
PUBLIC PAYMENT BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the

Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,
who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against DeSoto County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____ by _____ as _____ of _____

_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

Exhibit I
ANTI-HUMAN TRAFFICKING AFFIDAVIT

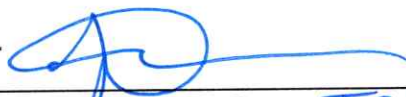
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Sonny J Dulces (insert name) as President (insert title) on behalf of Accurate Power and Technology (insert entity name) under penalty of perjury hereby attest as follows:

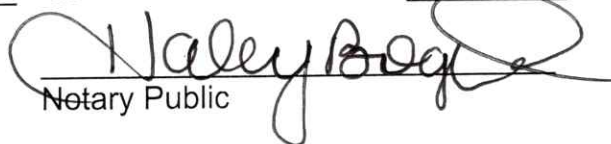
1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Accurate Power and Technology (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Accurate Power and Technology (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.


 Printed Name: Sonny J Dulces
 Title: President
 Nongovernmental entity: Accurate Power
 Date: 4-8-26

STATE OF Florida
COUNTY OF Leake

SWORN TO AND SUBSCRIBED before me in person or remote notarization by Sonny Dulces as President on behalf of Accurate Power and Technology is personally known to me or who produced DM as identification this 8th day of April, 2026.


Notary Public

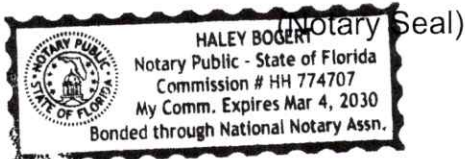


Exhibit J
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I Sonny J Dukes (insert name) as President (insert title) on behalf of Accurate Power and Technology (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I certify that Accurate Power and Technology (insert entity name) ("Vendor"):

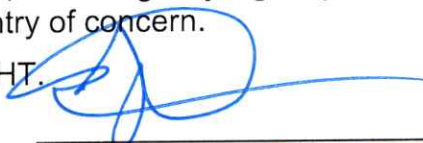
a. Is not owned by the government of a foreign country of concern;

b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.



Printed Name: Sonny J Dukes

Title: President

Nongovernmental entity: Accurate Power

Date: 4-8-26

STATE OF Florida

COUNTY OF Lake

SWORN TO AND SUBSCRIBED before me in person or remote notarization by Sonny Dukes as president on behalf of Accurate Power and Technology, who is personally known to me or who produced _____ as identification this 8th day of April, 2026.

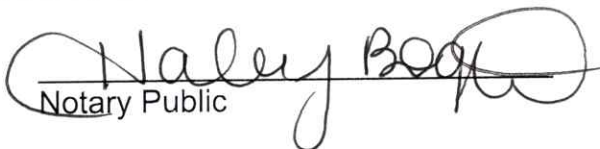
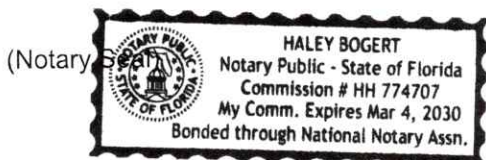

Notary Public

EXHIBIT K

This Exhibit is hereby incorporated by reference into the main Contract with Accurate Power and Technology, Incorporated (the “Contractor”).

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS CONTRACT¹

This Contract is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. Contractor shall adhere to all grant conditions as set forth in the requirements of the Grant Agreements, to wit, (1) the Florida Division of Emergency Management (“FDEM”) Hazard Mitigation Grant Program (“HMGP”) grant agreement pursuant to Grant Agreement No. H1087 (project number 4673-032-R) between DeSoto County and FDEM, and (2) the State of Florida Department of Commerce (“Commerce”) CDBG-DR Hazard Mitigation Grant Match Program grant agreement, pursuant to Grant Agreement No. H1002 between Commerce and the County, which have been provided to Contractor, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this Contract as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this Contract. The provisions in this exhibit are supplemental and in addition to all other provisions within the Contract. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the Contract, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract the conflicting terms and conditions of that document shall prevail.

¹ Note as of October 2025, the “Simplified Acquisition threshold” is currently set at \$350,000.00; the “Micro-purchase threshold” is currently set at \$15,000.00 – these amounts are subject to change. It is the responsibility of the Contractor to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5, 2 C.F.R. Part 200, Appendix II, § D.).

If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractor are 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. If the grant award contains Davis Bacon provisions, County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

(a) Davis-Bacon and Related Acts Contract Clauses. The Contractor shall comply with the following clauses, which are required pursuant to 29 C.F.R. § 5.5(a), to the extent applicable to this Contract:

(1) *Minimum wages* —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. The appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f),

wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding* —

(i) *Withholding requirements.* The applicable Federal agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the applicable Federal agency may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with the Davis Bacon Act over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) *Records and certified payrolls* —

(i) *Basic record requirements* —

(A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements* —

(A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the applicable Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or

other entity, as the case may be, that maintains such records, for transmission to the applicable Federal agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the applicable Federal agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the applicable Federal agency or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the applicable Federal agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may

be, that maintains such records, for transmission to the applicable Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity* —

(i) *Apprentices* —

(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the applicable Federal agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

Compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

If applicable to this Contract, Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this Contract. Contractor are 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.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). If applicable per the standard described above, the recipient or subrecipient must include the provisions at 29 C.F.R. § 5.5(b)(1)-(5), verbatim, into all applicable contracts. All applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(5), the recipient or subrecipient must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c) in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1.

Required Language

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages—*

(i) *Withholding Process.* The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contract Provisions Guide 14 contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier

subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended).

Clear Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Government.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Commerce, FDEM, , Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Government.

Debarment and Suspension:

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

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

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

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractor must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-programc>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 CFR § 200.216).

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in federal agency Policy, Prohibitions on Expending Federal Agency Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements (2 CFR § 200.322):

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):

Applicability: The BABAA domestic preference requirements are applicable to infrastructure projects funded under federal financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding the federal agency obligates to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023. The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived. For additional information on types of BABAA waivers, please refer to the federal entity's website at <https://www.Federal.gov/grants/policy-guidance/buy-america>.

If applicable, Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

Access to Records:

The Contractor agrees to make available the County, Commerce, FDEM, HUD, FEMA, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to provide the federal agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Additional Language for Applicable to Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal agency Administrator or the Comptroller General of the United States.

Contract Changes or Modifications: Applicability: To be allowable under a federal agency grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. The federal agency recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The recipient or subrecipient should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Federal Agency Seals, Logo and Flags:

The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

Compliance with Federal Law, Regulations and Executive Orders: This is an acknowledgement that Federal financial assistance will or may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, and directives.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Copyright:

License and Delivery of Works Subject to Copyright.

The Contractor grants to the DeSoto County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the DeSoto County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DeSoto County.

Certifications

Build America, Buy America Act Certification

Applicability: For Federal financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

Byrd Anti-Lobbying Certification

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

The Contractor, Accurate Power and Technology, Incorporated, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date



DeSoto County

6/9/2026

Item #: 13.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Other

DEPARTMENT: Administrative Services
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Cindy Talamantez

TITLE & DESCRIPTION:

Approval of Surplus Property Sale- 11212 SW Cedar Ave.

REQUESTED MOTION:

Accept the purchase offer of \$56,500 for the property located at 11212 SW Cedar Avenue and authorize Legal to prepare a Deed of Conveyance.

SUMMARY:

Approval of Surplus Property Sale- 11212 SW Cedar Ave.

BACKGROUND:

In July 2024, the County entered into a Settlement Agreement with Suncoast Credit Union related to the foreclosure of the property located at 11212 Cedar Avenue, commonly referred to as the “Treworgy” property. In November 2024, the Board declared the property surplus and authorized staff to proceed with its sale.

Following that action, Road and Bridge staff completed extensive cleanup efforts on the property. Several structures and miscellaneous items located on-site also required review and investigation by the Sheriff’s Office to determine ownership prior to disposal. Once the site was cleared and prepared for sale, the property was listed through the online auction platform GovDeals.com.

The auction resulted in a highest responsive bid of \$56,500 submitted by Clayton Ball. Staff is requesting Board approval to accept the bid and authorize the County Attorney’s Office to prepare all necessary documentation to complete the sale and transfer of ownership of the property to Mr. Ball. As per terms of the settlement agreement after costs are deducted from the sale the remaining funds will be split 50/50 between the county and the bank.

FUNDS:

Budget Amount: **Revenue**

ITEM #: 13.

Actual Agenda Item Cost: **\$56,500 Revenue**

Account Number: **Revenue**

Explanation: **Revenue**

DeSoto County, FL - Real Estate

201 E Oak St

Arcadia, FL 34266-4451

Bill of Sale Date: 28 May 2026

Asset ID: 5

Bill of Sale ID: 52820265

Inventory ID: 5

Award Amount: \$56,500.00 USD

Asset Information



Description: 11212 SW Cedar Avenue in Arcadia, Florida, 34266

VIN/Serial:

Year:

Make/Brand:

Model:

Meter:

Body:

Trim:

Color:

Title Restriction: Not Applicable

Sale Information

Actual Sold Amount: \$56,500.00 USD

Paid On: Not Paid

Other Amount: \$0.00 USD

Other Amount Description:

Buyer's Premium: \$3,955.00 USD

Total Amount: \$60,455.00 USD

Buyer Information

Clayton Ball
Title To: Clayton Ball
9619 SW Yacht Dr
Arcadia, FL 34269-7073
USA
cgb23023@aol.com
2316326066

Asset is sold as is, where is and without warranty.

Buyer/Agent Signature: _____ Date: _____

Print Buyer/Agent Name: _____ Seller Signature: _____



DeSoto County

6/9/2026

Item #: 14.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: Sylvia Altman
PRESENTED BY: Mandy Hines

TITLE & DESCRIPTION:

Resolution/Burn Ban/Drought Emergency expires

REQUESTED MOTION:

To adopt the Resolution as presented.

SUMMARY:

This Resolution ends the formal Resolution #2025-104 declaring that a drought emergency existed in DeSoto County.

BACKGROUND:

The Board now finds that conditions have improved and support ending of the drought emergency.

FUNDS:

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

**DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2026-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ENDING THE FORMAL RESOLUTION DECLARING THAT A DROUGHT EMERGENCY EXISTED IN DESOTO COUNTY AND PROVIDING AN EFFECTIVE DATE

WHEREAS the Board of County Commissioners of DeSoto County, Florida, on May 23, 2017, adopted Ordinance NO 2017-07, "The Emergency Drought Conditions Fire Hazard" Ordinance, and

WHEREAS, on November 18, 2025, the Board of County Commissioners of DeSoto County, Florida, approved a Declaration of Drought Emergency pursuant to Ordinance NO 2017-07, in order to protect the public health, safety and welfare; and

WHEREAS, the Board now finds that conditions have improved and support ending of the drought emergency

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

1. The Board hereby ends the Formal Declaration of Drought Emergency adopted on November 18, 2025 by Resolution 2025-104.
2. This Resolution shall take effect immediately upon its adoption.
3. The County Administrator is hereby directed to send a certified copy of this Resolution to the Department of Agriculture, Division of Forestry, the DeSoto County Public Safety Department and Office of Emergency Management, and to the Sheriff of DeSoto County.

PASSED AND ADOPTED by the Board of County Commissioners of DeSoto County, Florida, this **9th day of June 2026**.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

Mandy Hines
COUNTY ADMINISTRATOR

By: _____
Steve Hickox
CHAIRMAN

Approved as to form and legal sufficiency:

Valerie Vicente
COUNTY ATTORNEY



DeSoto County

6/9/2026

Item #: 15.

- Consent Agenda Quasi-Judicial Public Hearing
 Regular Business 9:00 am
 Public Hearing Agreement

DEPARTMENT: Administration
SUBMITTED BY: Mandy Hines, County Administrator
PRESENTED BY: Mandy Hines

TITLE & DESCRIPTION:

Funding Agreement / Florida Department of Environmental Protection

REQUESTED MOTION:

Motion to approve the funding agreement between the County and FDEP as presented.

SUMMARY:

A funding agreement for a legislative project award during state FY 2025-2026 for wastewater effluent disposal in the form of deep injection well(s).

BACKGROUND:

The County submitted a project request for legislative consideration last year and was awarded \$5,000,000 to install 1(or 2) deep injection wells at the wastewater treatment plant site located on SR 31. Alternative effluent disposal will be necessary to further expand the treatment plant. The project is currently funded through this source, and additional \$8,000,000 in Community Development Block Grant/Disaster Recovery. The project will go out to bid once all funding is in place and we obtain a release of funds through Florida Commerce.

FUNDS:

Budget Amount: **13,000,000**

Actual Agenda Item: Click or tap here to enter text.

Cost: **Undetermined**

Account Number: **413-71085356305000**

Explanation: Click or tap here to enter text.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **DeSoto County Wastewater Effluent Disposal** Agreement Number: **L0181**

DeSoto County Wastewater Effluent Disposal

L0181

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **DeSoto County** Entity Type: **Local Government**

Grantee Address: **201 East Oaks Street Suite 201, Arcadia, Florida 34266** FEID: **59-6000579**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **March 31, 2030**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (27.1134, -81.7931)**

Project Description: **The Grantee will construct approximately 1-2 deep injection wells, monitoring wells, and associated piping and pumping equipment to transport effluent to the well(s).**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 5,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 5,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 5,000,000.00

<p>6. Department's Grant Manager Name: Arlene Acevedo or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2819 Email: Arlene.Acevedo@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Mandy Hines or successor Address: DeSoto County 201 East Oak Street, Suite 201 Arcadia, FL 34266 Phone: 863-993-4800 Email: m.hines@desotobocc.com</p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

DeSoto County

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Steven Hickox, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Arlene Acevedo, DEP Grant Manager

Zach Easton, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0181**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is DeSoto County Wastewater Effluent Disposal. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must

also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: DeSoto County Wastewater Effluent Disposal

PROJECT LOCATION: The Project will be located within unincorporated DeSoto County; Lat/Long (27.1134, -81.7931).

PROJECT BACKGROUND: DeSoto County (Grantee) is currently expanding its wastewater treatment facility (WWTF). The current Phase I expansion increases treatment capacity from 0.95 million gallons per day (MGD) to 1.4 MGD, and the Phase II expansion will increase capacity to 2.0 MGD. The Phase II expansion will require alternative effluent disposal as the current spray field will not support additional effluent disposal capacity. The project will provide the necessary effluent disposal capacity needed for the WWTF expansion.

PROJECT DESCRIPTION: The Grantee will construct approximately 1-2 deep injection wells, monitoring wells, and associated piping and pumping equipment to transport effluent to the well(s).

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct DeSoto County Wastewater Effluent Disposal in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

DIRECT PAYMENT: For those grant agreements for which direct payment is approved, the reference to “payment” in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$25,000	07/01/2025	09/30/2029
2	Construction	Contractual Services	\$4,975,000	07/01/2025	09/30/2029
Total:			\$5,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$5,000,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$5,000,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.