



# PALM BEACH STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

AMENDED AGENDA • APRIL 16, 2024

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Regular Meeting

Lake Worth Campus - DBOT

4:00 PM

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Multi-Media Board Room, CE-129, 4200 Congress Avenue, Lake Worth, FL 33461

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*Palm Beach State College advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform student's lives.*

## I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

## II. COMMENTS AND RECOGNITIONS

### A. Student Comment:

**Presenter:** Miss Savannah McAfree, Team Captain, Women's Basketball Team

### B. Women's Basketball Team Recognition

**Presenter:** Dr. Peter Barbatis, Vice President, Student Services & Enrollment Management

## III. AGENDA ADDITIONS/DELETIONS

## IV. APPROVAL OF BOARD MINUTES

A. Approve the February 27, 2024 Regular Meeting Minutes

B. Approve the March 22, 2024 Special Meeting Minutes

## V. APPROVAL OF BOARD AGENDA

A. Abstentions by Board Members

B. Public Comments

## VI. APPROVAL OF CONSENT AGENDA

### A. Academic Affairs / Academic Innovation and Strategy / Student Services

#### 1. Approve the 2024-2025 Palm Beach State College Catalog

**Staff Contact:** Dr. Roger Yohe, Vice President, Academic Innovation and Strategy

### B. Finance and Administration

#### 1. Approve the Amendment to the Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement

**Staff Contact:** Ms. Joan Rumsey, Assistant Director, Facilities

### C. Information Services

## VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA

## **VIII. TRUSTEES' COMMITTEE REPORTS**

### **IX. PRESIDENT'S REPORT**

#### **A. Spring Enrollment Update**

**Presenter:** Dr. Peter Barbatis, Vice President, Student Services & Enrollment Management

#### **B. Legislative Session Wrap-up**

**Presenter:** Ms. Abby Ross, Executive Director, Community Engagement & Special Assistant to the President

#### **C. Expansion of Engineering Program**

**Presenters:** Ms. Kim Lea, Dean, Workforce Education and Development, and Dr. Roy M. Vargas, Dean, Academic Affairs

### **X. INFORMATIONAL ITEMS**

#### **A. Academic Affairs / Academic Innovation and Strategy / Student Services**

#### **B. Finance and Administration**

##### **1. Financial Review and Analysis**

**Presenter:** Mr. James Duffie, Vice President, Finance and Administration

##### **2. Annual Financial Statement Audit for the Fiscal Year Ending June 30, 2023**

**Staff Contact:** Mr. James E. Duffie, Vice President, Finance and Administration

##### **3. District Facilities Master Projects List Dated April 1, 2024**

**Presenter:** Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

#### **C. Information Services**

#### **D. Human Resources**

##### **1. First Reading - Revision to DBOT Policy 5.08 Military Leave**

**Presenter:** Ms. Cheryl Hare, Director of Total Rewards

First Reading: Amending Human Resources Policy 5.08 "Military Leave" to include rights, duration, notice and reporting under USERRA

### **XI. ACTION ITEMS**

#### **A. Academic Affairs / Academic Innovation and Strategy / Student Services**

#### **B. Finance and Administration**

##### **1. Ratify the Contract with Andrea Construction, RTB 2024-02TR Engineering Technology Lab Remodel – Boca Raton Campus; \$392,983 through Project Completion**

**Presenters:** Ms. Jennifer Alvarez, Director of Procurement, and Mr. Kirk Stetson, Manager, Facilities Planning and Construction

##### **2. Approve Purchase of the Palm Beach Gardens Generator Replacement in the Amount of \$620,609 Utilizing Trane, Under Omnia Contract #3341 for HVAC Products, Installation, Labor Based Solutions and Related Products and Services**

**Presenters:** Ms. Joan Rumsey, Assistant Director of Facilities, and Ms. Jennifer Alvarez, Procurement Director

**3. Approve Contract with Nycom, Inc for Dental Surgical Equipment at the Loxahatchee Groves New Dental Medical Building**

**Presenters:** Mr. Edgar Cintron, Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

Approve Contract with Nycom, Inc. Utilizing VASCUPP Cooperative Contract Number UVA 1906999 for Laboratory Casework, Fume Hoods, and Accessories in the Amount of \$1,573,096 through Project Completion and Authorize the President to Execute the Contract Documents

**4. Ratify Contract with Patterson Dental for Dental Supplies, Equipment and Related Services at the Loxahatchee Groves New Dental Medical Building**

**Presenters:** Mr. Edgar Cintron, Director of Facilities; Mr. James Storms, Assistant Manager, Facilities Planning;, and Ms. Jennifer Alvarez, Procurement Director

Ratify Contract with Patterson Dental Utilizing E & I Cooperative Services Contract Number EI00077 for Dental Supplies, Equipment and Related Services at the Loxahatchee Groves New Dental Medical Building in the Amount of \$4,241,812 through Project Completion

**5. Ratify Increase of \$1,127,776 to Convergent Technologies LLC Agreement for Access Control at the Loxahatchee Groves New Dental Medical Building**

**Presenters:** Mr. Edgar Cintron, Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

Ratify Increase of \$1,127,776 to Convergent Technologies LLC Agreement Using the Sourcewell Cooperative Contract #030421 for Facility Security Systems, Equipment, and Software with Related Services at the Loxahatchee Groves New Dental Medical Building

**6. Approve Waiver of Board Policy 6Hx-18-5.11 Temporary Duty Elsewhere Regarding Out-of-State Remote Work**

**Staff Contact:** Mr. James Duffie, Vice President, Finance and Administration

**C. Information Services**

**D. Human Resources**

**1. Approve the Second Reading of Revised DBOT Policy 5.44 Grounds for Termination of Employment**

**Staff Contact:** Ms. Juanita Benjamin, Human Resources Director & Equity Office

**2. Approve the Second Reading to Repeal DBOT Policy 5.68 Dismissal**

**Staff Contact:** Ms. Juanita Benjamin, Human Resources Director & Equity Office

**XII. OTHER BUSINESS**

### **XIII. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS**

**A. Spring 2024 Commencement will be conducted on Tuesday, May 7, 2024, at Cacti Park (formally known as Ballpark of the Palm Beaches) at 9:00 AM.**

### **XIV. ADJOURNMENT**

\*Palm Beach State College District Board of Trustees welcomes public comments during its regular monthly meetings. Any person or group wishing to make public comments must complete a "Public Comment Card". Procedures for making public comments are as follows:

1. Complete comment card including your name, address, telephone number and agenda item number (if appropriate).
2. Submit the completed card to the executive administrative assistant to the board (seated on the right side of the dais). Anyone wishing to speak must submit a completed card prior to the start of the meeting. Comment cards will not be accepted at any other time of the meeting.
3. When your name is called, approach the podium with the microphone, and state your name and address for the record.
4. Comments are limited to three (3) minutes. This is the opportunity for persons wishing to make public comments regarding an agenda item to speak.

Any person(s) not adhering to the Board's guidelines or who make comments which could be perceived as slanderous or disruptive may be barred from making future comments before the Board.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve the 2024-2024 Palm Beach State College Catalog Staff Contact:  
Dr. Roger Yohe, Vice President, Academic Innovation and Strategy

**Summary:**

**Background/Pertinent Facts:** The annual College Catalog provides comprehensive information on academic programs, courses, and regulations that govern admission, enrollment, and completion. The catalog is an online document accessed primarily via the web for optimal search capabilities, referencing, linking, and updating. The catalog can be accessed here: <https://www.palmbeachstate.edu/documents/2024-2025-PBSC-Catalog-Draft.pdf>

**Financial Impact:** n/a

**Strategic Goal(s) Addressed:** Completion, Collaboration, Culture

**Duration of Contract:** 1 year

**RECOMMEND:** Approval

**Attachments:**

2023-24 PBSC\_2024-25PBSC\_redline

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve the Amendment to the Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement  
Staff Contact: Joan Rumsey, Assistant Director of Facilities

**Summary:**

**Background/Pertinent Facts:** Palm Beach State College entered into an Agreement with the City of Lake Worth and 6 other Municipalities (Atlantis, Lantana, Manalapan, Palm Beach, Palm Springs, and South Palm Beach) to form "The Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement" which was approved in 2013. The original Agreement expired in September 2023. This Amendment to the Sub-Regional Agreement extends the Agreement to September 30, 2033, with the option to extend up to two additional 10-year periods. The expenditures for the remaining term of the agreement will be presented to the DBOT via the budget approval process.

**Financial Impact:** Estimated cost \$609,711.50 for 10 years

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** September 30, 2033, with option to extend

**RECOMMEND:** Approval

**Attachments:**

2013 Interlocal\_final version searchable  
Administrative Cost  
E. Regional Sewer Calculator 2024 AJ  
Revised Subregional System Map  
Revised Table of Associated Capacity  
First Amendment to ILA 12.14. 2023 clg V.5

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**RENEWAL AND FIRST AMENDMENT TO INTERLOCAL WASTEWATER SERVICE  
AND WASTEWATER FACILITIES COST SHARING AGREEMENT**

**THIS FIRST AMENDMENT** (“First Amendment”) is made by and among the **CITY OF LAKE WORTH BEACH, FLORIDA** (formerly known as City of Lake Worth), a municipal corporation of the State of Florida (hereafter “Lake Worth”), the **CITY OF ATLANTIS**, a municipal corporation of the State of Florida (hereafter “Atlantis”), the **TOWN OF LAKE CLARKE SHORES**, a municipal corporation of the State of Florida (hereafter “Lake Clarke Shores”), the **TOWN OF LANTANA**, a municipal corporation of the State of Florida (hereafter “Lantana”), the **TOWN OF MANALAPAN**, a municipal corporation of the State of Florida (hereafter “Manalapan”), the **TOWN OF PALM BEACH**, a municipal corporation of the State of Florida (hereafter “Palm Beach”), the **VILLAGE OF PALM SPRINGS**, a municipal corporation of the State of Florida (hereafter “Palm Springs”), the **TOWN OF SOUTH PALM BEACH**, a municipal corporation of the State of Florida (hereafter “South Palm Beach”), and the **PALM BEACH STATE COLLEGE**, hereinafter referred to as “College.” The eight (8) participants in this Agreement shall hereafter collectively be referred to as the “Parties.” The seven (7) municipalities of Atlantis, Lake Clarke Shores, Lantana, Manalapan, Palm Beach, Palm Springs, South Palm Beach and the College shall hereafter collectively be referred to as the “Municipalities.”

**WHEREAS**, on March 27, 2013, the Parties entered into the Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement to modify certain terms and conditions of the Subregional Contracts and to resolve certain differences (hereafter “Agreement”); and

**WHEREAS**, the Agreement expired on September 30, 2023 and the Parties continued their relationship as if the Agreement did not expire; and

**WHEREAS**, the Parties desire to renew the Agreement and make certain amendments to the Agreement; and

**WHEREAS**, Lake Worth and Lake Clarke Shores entered into an Interlocal Agreement on September 17, 2013, for Wastewater Service and Wastewater Facilities Cost Sharing, which Interlocal Agreement was modeled after the Agreement; and

**WHEREAS**, the Lake Worth and Lake Clarke Shores Interlocal Agreement expired on September 20, 2023 and Lake Worth and Lake Clarke Shores continued their relationship as if the Interlocal Agreement did not expire; and

**WHEREAS**, the Parties desire to have Lake Clarke Shores participation assumed under the Agreement; and

**WHEREAS**, the Parties find amending the Agreement as set forth herein is in the best interests of the Parties and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the Parties agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions.** For the purpose of this First Amendment, the terms utilized herein shall be as defined in the Agreement unless the context otherwise indicates.

3. **Amendments.** The following amendments are made to the Agreement (*where indicated, the underlined language is added; the strike-through language is deleted*):

3.1 **Section 2.19 - Definition of “Subregional Transmission Facilities” or “Subregional Sewer System” or “Subregional System”**: Exhibit “I” referenced in the definition at this Section of the Agreement is removed and replaced with **Exhibit “I REVISED”**, which exhibit is attached hereto and incorporated herein.

3.2 **Section 4 – Right of Use**: The Parties’ right of use table set forth in Section 4 of the Agreement is deleted and replaced with the revised table entitled **“Table 2 – Subregional Contract Customer Allocations & Flows for FY 2022,”** which is attached hereto and incorporated herein.

3.3 **Section 6. – O & M Budgets; Rates; Allowable Costs**. The following shall be added to the beginning of Section 6:

For purposes of the First Amendment, Fiscal Year 2013 information as set forth in Exhibit III and elsewhere in the Agreement shall remain for historical purposes only.

3.4 **Section 7. – Pass-through Components Calculated; Capital / R&R Reserve Fund Required**. The following revisions are made to Section 7:

**SECTION 7. PASS-THROUGH COMPONENTS CALCULATED; CAPITAL / R&R RESERVE FUND AND CATASTROPIC FUND REQUIRED.** Lake Worth shall establish annual “pass-through” charges as set forth below.

#### **7.1. Rate Making Procedure for Pass-Through Charges.**

(1) The Parties agree that there are currently ~~four~~ **(43)** primary pass-through charges that shall be paid in accordance with this Agreement. These charges are comprised of: (a) the Lake Worth Subregional R&R related to the Subregional Transmission Facilities, which shall be recommended by the Member Board during each fiscal year budget process and collected and deposited into a Capital / R&R reserve fund as further explained in subsection (2) below; (b) the Subregional Catastrophic Fund, which shall be recommended by the Member Board during each fiscal year budget



process and collected and deposited into a Catastrophic reserve fund as further explained in subsection (3) below; (c) R&R charged to Lake Worth by Palm Beach County related to the Palm Beach County Transmission Facilities, which is collected and paid on an “as-needed” basis according to the contract between Lake Worth and Palm Beach County; and (de) R&R charged to Lake Worth by the ECR Board related to the ECR Facility on October 1 of each year, which shall be collected by Lake Worth. There are currently no other pass-through charges that could be considered the responsibility of the Parties of the System. However, in the future, if any additional pass-through charges are assigned to Lake Worth by the ECR Board, PBC, or some other governmental or quasi-governmental organization, but are not in the control of Lake Worth, these pass-through charges shall be allocated to each Party according to pro-rata share of reserved capacity.

(2) For Fiscal Year 2023-2024 (FY 2024), there shall be no changes to the Capital / R&R reserve fund as set forth in the Agreement. However, during the budgeting process for fiscal year 2024 – 2025 (FY 2025), and commencing FY 2025 and for each fiscal year thereafter, the provision shall read as follows:

The Parties agree that a Capital / R&R reserve fund shall be established and such fund is comprised of money set aside to pay for planned and unusual or extraordinary R&R of the Subregional Transmission Facilities. Each of the Parties agree to pay an annual R&R amount into the Capital/R&R Reserve Fund, based upon their pro-rata share of reserved capacity as set forth in Section 4 of this Agreement unless or until a particular Party terminates or otherwise does not renew or extend this Agreement. Subject to the credit permitted to Palm Springs, ~~the~~ total amount to be allocated based upon the pro-rata shares set forth in Section 4 hereof, and paid to the Capital/R&R Reserve Fund for Fiscal Year 2024-2025 (FY 2025) has been tentatively set by the Member Board at shall be Two Million Five Hundred Thousand Dollars (\$2,500,000). 0.5% of the replacement cost value of the Subregional Transmission Facilities, until said Fund shall contain Two Million Dollars (\$2,000,000.00). The Capital/R&R Reserve Fund balance shall not exceed Two Million Dollars (\$2,000,000.00). Subject to the provisions set forth in Section 10 below, at such time as the balance shall reach Two Million Dollars (\$2,000,000.00), the Parties’ obligation to pay annually into the Capital/R&R Reserve Fund shall be temporarily suspended until such time as the Capital/R&R Reserve Fund balance drops, or is projected to drop, below One Million, Five Hundred Thousand Dollars (\$1,500,000.00), at which time annual payments shall resume by each Party. This tentative amount shall be reviewed during the budgeting process for FY 2025, which shall conclude with a final recommendation by the Member Board to Lake Worth and its City Commission for a final Capital / R&R reserve fund amount to be included in the final Lake Worth adopted budget for FY 2025. Sub-Regional R&R will be billed in 12 equal installments during each fiscal year and all existing funds and collected amounts shall be deposited into an interest bearing account.

During each budgeting process for an upcoming fiscal year, the Parties agree that the Capital / R&R reserve fund amount will be proposed by Lake Worth and reviewed by the Member Board as part of its review of the tentative and final budgets as set forth in Section 6 of the Agreement. The Capital / R&R reserve fund amount for the next fiscal

year shall be recommended by the Member Board to Lake Worth and its City Commission for inclusion and adoption in Lake Worth’s final budget.

(3) The Parties agree that a Catastrophic reserve fund shall be established and such fund is comprised of money set aside in an interest bearing account to pay for an emergency catastrophic event impacting the Subregional Transmission Facilities. An “emergency catastrophic event impacting the Subregional Transmission Facilities” shall include, but not be limited to, any natural or manmade emergency, including terrorism, that results in unforeseen and extraordinary damage and/or disruption affecting the Subregional Transmission Facilities and may affect the general public health, safety and welfare. Lake Worth is authorized to utilize the Catastrophic reserve fund to address an emergency catastrophic event impacting the Subregional Transmission Facilities. Lake Worth shall provide notice to the Member Board as soon as reasonably practicable when funds are expended from the Catastrophic reserve fund but no later than the next regular meeting of the Member Board.

The Parties agree that the Catastrophic reserve fund shall be established with each of the Parties paying an annual Catastrophic reserve amount based upon their pro-rata share of reserved capacity as set forth in Section 4 of this Agreement unless or until a particular Party terminates or otherwise does not renew or extend this Agreement. The total amount to be allocated based upon the pro-rata shares set forth in Section 4 hereof, and paid to the Catastrophic reserve fund for Fiscal Year 2024-2025 (FY 2025) has been tentatively set by the Member Board at One Million Dollars (\$1,000,000). Sub-Regional Catastrophic reserve fund will be billed in 12 equal installments during each fiscal year and all collected amounts shall be deposited into an interest bearing account.

During each budgeting process for an upcoming fiscal year, the Parties agree that the Catastrophic reserve fund amount will be proposed by Lake Worth and reviewed by the Member Board as part of its review of the tentative and final budgets as set forth in Section 6 of the Agreement. The Catastrophic reserve fund amount for the next fiscal year shall be recommended by the Member Board to Lake Worth and its City Commission for inclusion and adoption in Lake Worth’s final budget.

**7.2. Change to Lake Worth’s Pass-Through Costs; Review by MB; Billing Procedure.** The method of calculation of applicable pass-through costs as detailed herein for the Parties, except for those costs as determined by the ECR Board or Palm Beach County, may only be changed by Lake Worth presenting justification for the same to the MB through the annual budget process for the MB’s review and recommendations and ultimate approval thereafter by Lake Worth; ~~provided, however, that the 0.5% of the replacement cost value shall not be increased.~~ The final pass-through amounts shall become effective as of October 1st of the year of presentation to the MB and approval by Lake Worth.

3.5 **Section 9.2: Excess Use Payments.** This provision is revised to read as follows:

Should any Party's sewage flows exceed its reserved capacity, such Party shall pay Lake Worth O & M Charges of 120% of those charges calculated pursuant to Section 6 applicable to the excess flows and Exhibit III herein to the extent and for such length of time as the Party exceeds its authorized allocated capacity. Said excess shall be determined monthly based on the monthly total flow converted to a daily flow and compared to reserved capacity. ~~Said excess shall be determined by subtracting the allocated capacity for an average of the flows for the current month and the two immediately preceding months.~~

3.6 **Section 16: Term; Termination**. This provision is revised to read as follows:

The ~~initial~~ term of this Agreement ~~is extended to September 30, 2033~~ shall expire on ~~September 30, 2023~~. The individual Municipalities, or any combination of them, may extend this Agreement for up to two (2) ~~three (3)~~ additional ten (10) year periods (the "extension periods"). In the event a Municipality chooses not to renew this Agreement at the end of the ~~initial~~ current term, or at the end of any of the extension periods, it shall provide Lake Worth with written notice of its intent not to renew on or before February 1<sup>st</sup> of the fiscal year in which the Agreement is set to expire; ~~provided, however, for those Parties terminating by transfer of all capacity in 2013, notice shall be given on or before May 1, 2013.~~ Notwithstanding the above, a Municipality may terminate this Agreement at any time with written notice to Lake Worth on or before February 1<sup>st</sup> of the fiscal year in which it seeks to terminate the Agreement. Such termination shall be effective on September 30<sup>th</sup> of the fiscal year in which the written notice of termination was provided to Lake Worth. The Parties agree that termination or non-renewal by any or all Parties shall not cause an increase in the current share, rates, fees, or charges paid by any non-terminating Party under this Agreement except with respect to transfers of capacity to other ECR members as provided for in Section 12.3.

3.7 **Section 22: Notice**. This provision is revised to reads as follows:

Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation.

If to the City of Atlantis, such Notice shall be addressed to Atlantis at:

City of Atlantis:      City of Atlantis  
                                 260 Orange Tree Drive  
                                 Atlantis, FL 33462-1130

With a copy to: \_\_\_\_\_ Trela J. White, Esquire  
                                 \_\_\_\_\_ Town Attorney  
                                 \_\_\_\_\_ Corbett & White, P.A.  
                                 \_\_\_\_\_ 1111 Hypoluxo Road, Suite 207



7 North Dixie Highway  
Lake Worth Beach, FL 33460-3725

If to the Town of Manalapan, such notice shall be addressed to Manalapan at:

Town of Manalapan: Town of Manalapan  
600 S. Ocean Boulevard  
Manalapan, FL 33462-3321

~~With a copy to: Trela J. White, Esquire  
Town Attorney  
Corbett & White, P.A.  
1111 Hypoluxo Road, Suite 207  
Lantana, FL 33462~~

With a copy to: Keith Davis, Esquire  
City Attorney  
Davis & Associates, P.A.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, FL 33407

If to the Town of Palm Beach, such notice shall be addressed to Palm Beach at:

Town of Palm Beach: Town of Palm Beach  
360 S. County Road  
Palm Beach, FL 33480-6735

With a copy to: John C. "Skip" Randolph, Esquire  
Town Attorney  
Jones, Foster, Johnston & Stubbs, P.A.  
505 S. Flagler Drive, Suite 1100  
West Palm Beach, FL 33401

If to the Village of Palm Springs, such Notice shall be addressed to Palm Springs at:

Village of Palm Springs: Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461-1604

With a copy to: Glen J. Torcivia, Esquire  
Village Attorney  
~~Torcivia, Donlon, Goddeau & Rubin & Associates, P.A.~~  
701 Northpoint Pkwy, Suite 209  
West Palm Beach, FL 33407-1956

If to the Town of South Palm Beach, such notice shall be addressed to South Palm Beach at:

Town of South Palm Beach:      Town of South Palm Beach  
3577 S. Ocean Boulevard  
South Palm Beach, FL 33480-6450

With a copy to: \_\_\_\_\_ Trela J. White, Esquire  
\_\_\_\_\_ Town Attorney  
\_\_\_\_\_ Corbett & White, P.A.  
\_\_\_\_\_ 1111 Hypoluxo Road, Suite 207  
\_\_\_\_\_ Lantana, FL 33462

With a copy to: \_\_\_\_\_ Glen J. Torcivia, Esquire  
\_\_\_\_\_ Town Attorney  
\_\_\_\_\_ Torcivia, Donlon, Goddeau & Rubin, P.A.  
\_\_\_\_\_ 701 Northpoint Pkwy, Suite 209  
\_\_\_\_\_ West Palm Beach, FL 33407-1956

If to Palm Beach State College, such notice shall be addressed to the College at:

Palm Beach State College:      Suzanne A. Singer, Esq.  
~~Kevin Fernander, Esq.~~  
Interim General Counsel  
Palm Beach State College, MS18  
4200 Congress Avenue  
Lake Worth, FL 33461

3.8 **Exhibit “III”, Illustrative Example.** Exhibit “III” is amended to add the updated information for Fiscal Year 2024 including the Proposed Budget, the Fiscal 2024 calculations, and the Fiscal Year 2024 Line Item Budget Breakdown, which exhibits are attached hereto as “**Exhibit ‘III’ – Additions**” and incorporated herein.

3.9 **Exhibit “III”, City of Lake Worth Utility Issue; Narrative of Cost Categories for Agreement; LW SubRegional System O&M – Salary & Related Expenses**

The Salary & Related Expenses cost category includes those costs directly related to staffing necessary for the ongoing operation of the System. The FY 2013 budget, as shown on Attachment A, page 4, covers 2.5 Full Time Employees (FTEs) and includes Regular Salaries, Salary Increases, Leave Payout, Overtime Pay, Longevity Pay, Other Pays, FICA Taxes, Retirement Contributions (Defined Benefit Plan) Life & Health Insurance, Worker’s Compensation, and Unemployment Compensation. The FY 2013 revenue requirement for this cost category is \$242,485.

Commencing Fiscal Year 2023 - 2024, this cost category will also include all Natural Disaster overtime, which pays for salaries and expenses of employees during natural disaster events that occur after regular scheduled hours.

**3.10 Exhibit “III”, City of Lake Worth Utility Issue; Narrative of Cost Categories for Agreement; LW SubRegional System O&M –Contribution to General Fund**

The Contribution to General Fund cost category covers the cost calculated as attributable to the LW SubRegional System for Interfund Administrative Services, which for FY 2013 is \$338,389. Attachment A, page 7 details the calculation of this revenue requirement for FY 2013. General Fund Administration costs are allocated city-wide across all departments according to each department’s percentage of overall budgeted expenses, based on the latest Lake Worth Commission-Approved budget each year. Utility Administrative Costs are allocated across all utility departments according to each utility department’s percentage of overall budgeted utility expenses. The calculation and methodology is shown on Attachment A, page 7, for FY 2013.

Commencing Fiscal Year 2023 - 2024, the City identified in a memorandum attached hereto as Exhibit “A” and incorporated herein entitled, “Administrative Charges Explanation,” which addressed how the fund is to be administered. This fund shall continue to be administered in accordance with Exhibit “A”.

**3.11 City of Lake Worth Utility Issue; Narrative of Cost Categories for Agreement; Exhibit “III”, LW SubRegional System O&M – Miscellaneous.**

The Miscellaneous cost category includes any miscellaneous costs not covered in the above cost categories. For FY 2013, Bank Charges and Fees and Uncollectible Accounts are included, for a total revenue requirement of \$5,000. Because this cost category is very broad in its definition, in the event additional miscellaneous expenses are deemed necessary for the ongoing operation and maintenance of the System, the Parties shall agree to such additional expenses via an addendum to this Agreement.

Commencing Fiscal Year 2023 - 2024, Right-of-Way charges are included in the Miscellaneous cost category, which includes all amounts paid to the Florida East Coast Railway (or similar railways) for the System pipelines that cross railway rights-of-way.

4. **Entire Agreement.** The Parties agree that the Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may sign and transmit this First Amendment via facsimile, email, or electronically and such signature is as valid as the original signature of such party.

6. **Effective Date.** This First Amendment shall be effective as of October 1, 2023.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

(SEAL)

**CITY OF ATLANTIS**

By: \_\_\_\_\_  
Allan Kaulbach, Mayor

ATTEST:

By: \_\_\_\_\_  
Kristen Puhalainen, City Clerk

(SEAL)

**TOWN OF LAKE CLARKE SHORES, FLORIDA**

Attest:

By: \_\_\_\_\_  
Mary Pinkerman, CMC  
Town Clerk

By: \_\_\_\_\_  
Gregory P. Freebold, Mayor

(SEAL)

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**TOWN OF LANTANA**



By: \_\_\_\_\_  
Karen Lythgoe, Mayor

ATTEST:

By: \_\_\_\_\_  
Kathleen Dominguez, Town Clerk

(SEAL)

**TOWN OF MANALAPAN**

By: \_\_\_\_\_  
Stewart Satter, Mayor

ATTEST:

By: \_\_\_\_\_  
Erika Petersen, Town Clerk

(SEAL)

**TOWN OF PALM BEACH**

By: \_\_\_\_\_  
Danielle H. Moore, Mayor

ATTEST:

By: \_\_\_\_\_  
Kelly Churney, Town Clerk

(SEAL)

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**PALM BEACH STATE COLLEGE**

By: \_\_\_\_\_  
Ava L. Parker, J.D., President

ATTEST:

By: \_\_\_\_\_  
(SEAL)

**VILLAGE OF PALM SPRINGS**

By: \_\_\_\_\_  
Bev Smith, Mayor

ATTEST:

By: \_\_\_\_\_  
Kimberly M. Wynn, Village Clerk  
(SEAL)

**TOWN OF SOUTH PALM BEACH**

By: \_\_\_\_\_  
Bernice Fischer, Mayor

ATTEST:

By: \_\_\_\_\_  
Yude Davenport, Town Clerk  
(SEAL)

**Exhibit “I REVISED”**  
(Subregional Transmission Facilities Map – 1 page)

**Table 2 – Subregional Contract Customer Allocations & Flows for FY 2022**

(1 page)

**Exhibit “III” – Additions**  
(FY 2024 Information – 5 pages)

**Exhibit "A"**

(August 16, 2023 Memorandum on Administrative Charges – 2 pages)



WATER UTILITIES DEPARTMENT  
301 COLLEGE STREET  
LAKE WORTH BEACH, FL 33460  
**561.586.1675**

August 16, 2023

Memo

**To:** Sub-regional Partners

**From:** Sam Heady, Water Utilities Director

**Re: Administrative Charges Explanation**

The Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement, signed in March 2013 between all sub-regional partners and the City of Lake Worth Beach, defines all charges and fees between the entities. The costs are allocated based on flow, and include the Lake Worth Beach Sub-regional System O&M charges, which are broken up and include a contribution to the City's general fund for administrative services. This information is found in the agreement.

*"The Contribution to General Fund cost category covers the cost calculated as attributable to the LW Sub-Regional System for Inter-fund Administrative Services, which for FY 2024 is \$616,286.*

*General Fund Administration costs are allocated city-wide across all departments according to each department's percentage of overall budgeted expenses, based on the latest Lake Worth Commission-Approved budget each year. Utility Administrative Costs are allocated across all utility departments according to each utility department's percentage of overall budgeted utility expenses."*

The City has made changes to its budgeting, affecting the Administrative Charges. As a result, the budgeted expenses calculation for Administrative Charges only draws from the Local Sewer administration cost accounts to be split between local and regional sewer, as the regional sewer fund does not have its own administrative accounts and uses the local sewer administration and staff. After reassessment and calculation, it was determined that the amount for FY 23-24 for Administrative Charges to the sub-regional partners should be \$624,305. However, since the FY 23-24 budget has already been approved and passed, the charge will remain at \$616,286 for FY 23-24.

**CITY OF LAKE WORTH  
ADMINISTRATIVE CHARGES  
FY 2023-2024**

<b>DEPARTMENT</b>	<b>City Total</b>	<b>Regional Sewer</b>
FY23 Budgeted Expenses	165,663,937	10,233,161
<i>(Includes FY24 CIP less PY Admin Fee)</i>	100.00%	6.18%
Actual % of charge		<b>6.18%</b>
		1.00
Recommended % of charge		8.00%
<b>Administrative charges for services</b>		
City Commission	1010	30,937
Internal Auditor	1040	12,322
City Manager	1020	63,097
City Clerk	1030	36,478
City Attorney	1110	39,077
Finance	1220	147,587
Human Resources	1310	27,516
Community Sust. Admin	2010	10,208
Public Serv. Admin	5010	26,172
Leisure Services Administration	8010	19,930
Self-Insurance Admin <i>(Less Claims)</i>	Fd520 - 1331	50,103
Employee Benefit Fund	Fd540 - 1320	18,619
Reimbursement to GF from Recommended %		<b>624,305</b>
	FY2023	734,308
	change	(110,003)



**City of Lake Worth Beach  
Regional Sewer  
2024 Proposed Budget Summary**  
rev June 22, 2023

Entity	2-Year Historical Avg Flows		Flow Rate	Estimated	LW R & R	ECR R & R	PBC R & R	Total Estimated Cost
	Percent	Flows	Cost/Th.Gal	O & M Cost				
South Palm Beach	2.04%	64,937	3.186	225,211.94	11,464.43	54,523.48	20,817.39	312,017.24
Palm Springs	26.45%	840,895	2.855	2,638,002.41	108,711.00	517,016.54	197,400.00	3,461,129.95
Manalapan	0.97%	30,890	3.186	107,130.01	5,095.30	24,232.66	9,252.17	145,710.15
Atlantis	3.91%	124,323	3.186	431,168.28	16,258.04	77,321.31	29,521.74	554,269.37
Lantana	14.38%	457,195	3.186	1,585,612.83	54,251.58	258,014.05	98,511.30	1,996,389.77
PBSC	0.30%	9,676	3.186	33,558.95	3,620.35	17,217.94	6,573.91	60,971.15
Lake Clarke Shores	4.65%	147,732	3.186	894,168.68	16,760.87	79,712.70	30,434.78	1,021,077.03
Lake Worth Beach	47.29%	1,503,159	3.186	4,831,344.13	169,338.42	805,353.31	307,488.70	6,113,524.55
<b>Totals</b>	<b>100%</b>	<b>3,178,807</b>		<b>10,746,197.22</b>	<b>385,500.00</b>	<b>1,833,391.99</b>	<b>700,000.00</b>	<b>13,665,089.21</b>

**LAKE WORTH SUBREGIONAL SEWER SYSTEM - FY 2024 CALCULATIONS**

**Revenue Requirements**

	FY 2024
<b>Fixed Costs (for Pass-Through Charges)</b>	
<b>ECR WWTF</b>	
ECR Loans	\$ -
ECR R&R	1,833,392
Refund	-
Fleet Reserve Fund	-
<b>Subtotal ECR WWTF</b>	<b>\$ 1,833,392</b>
<b>Palm Beach County Transmission</b>	
Palm Beach County R&R	700,000
PBC - Water Supply Sewage	-
<b>Subtotal PBC Transmission</b>	<b>\$ 700,000</b>
<b>Lake Worth SubRegional</b>	
Lake Worth R&R (0.5% System Value)	\$ 385,500
<b>Subtotal Lake Worth SubRegional</b>	<b>\$ 385,500</b>
<b>Total Fixed Costs</b>	<b>\$ 2,918,892</b>
<b>Costs Allocated on Flow (for O&amp;M Rate)</b>	
<b>ECR WWTF</b>	
ECR Flow Charges	\$ 7,654,307
ECR refund	(103,705)
ECR true-up based on actual flows	-
<b>Subtotal ECR WWTF</b>	<b>\$ 7,550,602</b>
<b>Palm Beach County Transmission</b>	
Palm Beach County Flow Charges	365,000
<b>Subtotal PBC Transmission</b>	<b>\$ 365,000</b>
<b>Lake Worth SubRegional</b>	
Salary & Related Expenses	\$ 303,673
Professional Services	173,680
Utilities	
Electric	178,000
Water	27,517
Sewer	1,871
Refuse	4,156
Supplies	352,641
Repairs and Maintenance	232,743
Misc	-
Interest	-
Depreciation	-
Bank Charges	3,884
Insurance -Per 2020 allocation	42,500
Contrib to General Fund - 2023 calculated	616,286
<b>Subtotal Lake Worth SubRegional</b>	<b>\$ 1,936,951</b>
<b>Total Costs Allocated on Flow</b>	<b>\$ 9,852,553</b>
<b>Total Revenue Requirements</b>	<b>\$ 12,771,445</b>

**Rate and Charge Calculations for FY 2024**

	FY 2024		FY 2024
<b>O&amp;M Rate Requirements</b>			
Cost for LW Subregion	\$ 1,936,951		
Cost for PBC Exp.	365,000		
Cost for ECRWRF Exp.	7,550,602		
<b>Total O&amp;M Rate Revenue Requirements</b>	<b>\$ 9,852,553</b>		
Hist. Flows (2-Yr Avg ending 09/30/2021)	3,178,807		
<b>Calc'd General O&amp;M Rate per 1,000 gallons</b>	<b>\$ 3.099</b>		
		<b>40.0%</b>	
% O&M, All Except Palm Springs (for MPS)		2,337,912	
Hist. Flows, all Except Palm Springs			
		60.0%	
Percentage of O&M Applic. For All		3,178,807	
Hist. Flows (2-Yr Avg ending 09/30/2021)			
<b>O&amp;M Rate Calculations</b>		<b>Revenue Req.</b>	<b>Calc'd Rate</b>
<b>Palm Springs</b>			
Cost for LW Subregion, Applic to All	\$ 1,162,171	\$	0.366
Cost for PBC Exp.	365,000	\$	0.115
Cost for ECRWRF Exp.	7,550,602	\$	2.375
<b>Palm Springs O&amp;M Rate per 1,000 gallons</b>	<b>\$ 9,077,773</b>	<b>\$</b>	<b>2.855</b>
<b>Add'l for Cost, All Except Palm Springs</b>	\$ 774,780	\$	0.331
<b>Rate for All Except Palm Springs</b>			
Cost for LW Subregion, Except Palm Springs	\$ 1,936,951	\$	0.697
Cost for PBC Exp.	365,000	\$	0.115
Cost for ECRWRF Exp.	7,550,602	\$	2.375
<b>O&amp;M Rate per 1,000 gallons, all others</b>	<b>\$ 9,852,553</b>	<b>\$</b>	<b>3.186</b>
			7.86%
<b>Fixed Cost Pass Throughs (Annual)</b>		<b>Revenue Req.</b>	
LW SubReg. R&R		\$ 385,500	
LW Assesmt R&R			0.118796992
PBC R&R		700,000	
ECR R&R		1,833,392	
SRF Debt Service		-	
<b>Total Annual Pass Through Amts</b>		<b>\$ 2,918,892</b>	
<b>Allocations of Fixed Costs (Reserved Capacity)</b>			
<b>LW SubRegional R&amp;R Per Entity</b>	<b>MGD</b>	<b>Resv'd. Capacity</b>	<b>Annual</b>
			<b>Monthly</b>
South Palm Beach	0.342	2.974%	11,464.43
Palm Springs	3.243	28.200%	108,711.00
Manalapan	0.152	1.322%	5,095.30
Atlantis	0.485	4.217%	16,258.04
Lantana	1.6184	14.073%	54,251.58
PBSC	0.108	0.939%	3,620.35
Lake Clark Shores	0.5	4.348%	16,760.87
Lake Worth	5.0516	43.927%	169,338.42
<b>Total</b>	<b>11.5</b>	<b>100.000%</b>	<b>385,500.00</b>
			<b>\$ 32,125.01</b>

**2-Year Historical Avg Flows  
as of September 30, 2022**

	Historical	
	Flows	Percent
South Palm Beach	64,937	2.043%
Palm Springs	840,895	26.453%
Manalapan	30,890	0.972%
Atlantis	124,323	3.911%
Lantana	457,195	14.383%
PBSC	9,676	0.304%
Lake Worth	1,503,159	47.287%
Lake Clark Shores	147,732	4.647%
<b>Total Actual Annual Flows</b>	<b>3,178,807</b>	<b>100.000%</b>

**ECR R&R Per Entity**

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Clark Shores
LW
<b>Total</b>

MGD	Capacity	Annual	Monthly
0.342	2.974%	54,523.48	4,544
3.243	28.200%	517,016.54	43,085
0.152	1.322%	24,232.66	2,019
0.485	4.217%	77,321.31	6,443
1.6184	14.073%	258,014.05	21,501
0.108	0.939%	17,217.94	1,435
0.5	4.348%	79,712.70	6,643
5.0516	43.927%	805,353.31	67,113
<b>11.5</b>	<b>100.000%</b>	<b>1,833,391.99</b>	<b>152,783</b>

**L W Assessment R&R**

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Clark Shores
LW
<b>Total</b>

MGD	Capacity	Annual	Monthly
0.342	2.974%	0.00	-
3.243	28.200%	0.00	-
0.152	1.322%	0.00	-
0.485	4.217%	0.00	-
1.6184	14.073%	0.00	-
0.108	0.939%	0.00	-
0.5	4.348%	0.00	-
5.0516	43.927%	0.00	-
<b>11.5</b>	<b>100.000%</b>	<b>0.00</b>	<b>0.00</b>

**PBC R&R Per Entity**

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Clark Shores
LW
<b>Total</b>

MGD	Capacity	Annual	Monthly
0.342	2.974%	20,817.39	3,470
3.243	28.200%	197,400.00	32,900
0.152	1.322%	9,252.17	1,542
0.485	4.217%	29,521.74	2,460
1.6184	14.073%	98,511.30	8,209
0.108	0.939%	6,573.91	548
0.5	4.348%	30,434.78	2,536
5.0516	43.927%	307,488.70	25,624
<b>11.5</b>	<b>100.000%</b>	<b>700,000.00</b>	<b>77,289.14</b>

**LAKE WORTH SUBREGIONAL SEWER SYSTEM  
FY 2024 CALCULATIONS LINE ITEM BUDGET BREAKDOWN**

Calculations Sheet Line Item	From Detailed Line Item Budget Worksheet		FY 2023 Budget	FY 2024 Budget	Diff
	Account Number	Account Description			
<b>Revenue Requirements</b>					
<b>Fixed Costs (for Pass-Through Charges)</b>					
<b>ECR WWTF</b>					
SRF loan <sup>(1)</sup>	405-7421-535.34-86	Regional Exp -SRF Loan		\$ -	
ECR R&R <sup>(2)</sup>	405-7421-535.34-87	Regional Exp -ECR R & R	2,263,189	1,833,392	429,797
Refund					-
Fleet Reserve Fund					-
<b>Subtotal ECR WWTF</b>	405-7421-535.34-87			<b>\$ 1,833,392</b>	
<b>Palm Beach County Transmission</b>					
Palm Beach County R&R	405-7421-535.34-88	Regional Exp - R & R	\$ -	700,000	(700,000)
PBC - Water Supply Sewage	405-7414-535.34-85	Regional Exp – Flow		-	-
<b>Subtotal PBC Transmission</b>				<b>\$ 700,000</b>	
<b>Lake Worth SubRegional</b>					
Lake Worth R&R (0.5% System Value) <sup>(3)</sup>	426-7490-535.62-20, 63-15	LW R&R capital expenditure accts	\$ 340,500	\$ 385,500	(45,000)
<b>Subtotal Lake Worth SubRegional</b>				<b>\$ 385,500</b>	
<b>Total Fixed Costs</b>				<b>\$ 2,918,892</b>	
<b>Costs Allocated on Flow (for O&amp;M Rate)</b>					
<b>ECR WWTF</b>					
ECR Flow Charges	405-7421-535.34-85	Regional Exp -Flow	\$ 7,199,281	\$ 7,654,307	(455,026)
ECR refund	405-7421-535.34-84	Credit back from flow (contra)	\$ (482,096)	\$ (103,705)	(378,391)
<b>Subtotal ECR WWTF</b>	Subtotal			<b>\$ 7,550,602</b>	
<b>Palm Beach County Transmission</b>					
Palm Beach County Flow Charges	405-7421-535.34-80	Reg System Expense	\$ 360,000	\$ 365,000	(5,000)
<b>Subtotal PBC Transmission</b>	Subtotal			<b>\$ 365,000</b>	
<b>Lake Worth SubRegional</b>					
Salary & Related Expenses (2.5 FTEs)	405-7421-535.12-10	Regular	\$ 164,718	\$ 169,660	(4,942)
	405-7421-535.12-30	Natural Disaster Regular		-	-
	405-7421-535.12-20	Leave Payout		-	-
	405-7421-535.12-25	Other increases		-	-
2 Year Average	405-7421-535.12-60	Voluntary Lay-Off		-	-
	405-7421-535.14-10	Standard Overtime	\$ 25,500	25,500	-
	405-7421-535.14-30	Natural Disaster Overtime	\$ -	1,700	(1,700)
	405-7421-535.15-10	Longevity	\$ 2,156	1,836	320
	405-7421-535.15-30	Other Pays		-	-
	405-7421-535.21-00	FICA Taxes	\$ 14,552	14,989	(437)
	405-7421-535.22-10	Defined Benefit Plan	\$ 40,599	41,817	(1,218)
	405-7421-535.23-00	Life & Health Insurance	\$ 42,258	43,526	(1,268)
	405-7421-535.24-10	W/C (Workers Comp) Regular	\$ 4,511	4,646	(135)
	405-7421-535.25-00	Unemployment Compensation		-	-
	Subtotal		<b>\$ 294,294</b>	<b>\$ 303,673</b>	
<b>Professional Services</b>					
	405-7410-535.31-10	Legal		\$ -	-
	405-7421-535.31-90	Other	\$ 85,000	85,000	-
		Litigation <sup>(4)</sup>		-	-
		Annual Report (\$30k)		-	-
		Allowance for Engineering		-	-
		Contingency, triennial rate study (FY22 only)		-	-
	405-7421-535.32-00	Accounting & Auditing	\$ 16,441	16,770	(329)
	405-7421-535.34-50	Other Contractual Service	\$ 70,380	70,380	-
		SCADA Maintenance		-	-
		DEP Permit		-	-
	405-7421-535.34-75	Right of Way	\$ 1,530	1,530	-
	Subtotal			<b>\$ 173,680</b>	
<b>Utilities</b>					
Water	405-7421-535.43-10	Water	\$ 26,716	27,517	(801)
Sewer	405-7421-535.43-20	Sewer	\$ 1,812	1,871	(59)
Electric	405-7421-535.43-30	Electricity	\$ 176,375	178,000	(1,625)
Refuse	405-7421-535.43-40	Refuse/Waste Disposal	\$ 4,025	4,156	(131)
	Subtotal			<b>\$ 211,544</b>	
<b>Supplies</b>					
	405-7421-535.40-10	Training/Registration	\$ 2,500	\$ 2,500	-
	405-7421-535.41-20	Mobile Radios		-	-
	405-7421-535.51-10	Office Supplies	\$ 1,600	1,600	-
	405-7421-535.52-10	Gas, Lubricants & Oil	\$ 18,600	19,205	(605)
	405-7421-535.52-20	Small Tools & Equipment	\$ 4,200	4,337	(137)
	405-7421-535.52-30	Chemicals	\$ 300,000	325,000	(25,000)
	405-7421-535.52-90	Other		-	-
	Subtotal			<b>\$ 352,641</b>	
<b>Repairs and Maintenance</b>					
	405-7421-535.46-21	Equipment-General	\$ 100,000	\$ 100,000	-
	405-7421-535.46-22	Equipment-Garage	\$ 7,590	6,900	690
	405-7421-535.46-26	Heavy Equipment		-	-
	405-7421-535.46-27	Heavy Equip-ext repairs	\$ 80,000	80,000	-
	405-7421-535.46-60	Meters/Lines	\$ 44,400	45,843	(1,443)
	Subtotal			<b>\$ 232,743</b>	
<b>Misc</b>					
	405-9010-519.58-70	Bank Charges and Fees	\$ 3,884	\$ 3,884	-
	405-7410-535.49-30	Uncollectible Accounts		-	-
	405-9010-533.49-30	Uncollectible Accounts		-	-
				<b>\$ 3,884</b>	

Interest <sup>(4)</sup>	405-7490-535.72-00	Interest		\$	-	-
Depreciation <sup>(4)</sup>	405-7490-535.59-00	Depreciation			-	-
Insurance -Per 2023 allocation <sup>(5)</sup>	405-7421-535.45-10	Property/Liability	\$	36,914	42,500	(5,586)
Contrib to general Fund - 2024 alloc. <sup>(6)</sup>	405-9010-535.34-95	Interfund Admins Services	\$	588,543	616,286	(27,743)
	Subtotal				<u>\$ 658,786</u>	

**Subtotal Lake Worth SubRegional** **\$ 1,936,951**

**Total Costs Allocated on Flow** **\$ 9,852,553**

**Total Revenue Requirements** \$ 11,839,972 **\$ 12,771,445** (931,473)

Notes:

- (1) SRF Loan was retired in FY 2012.
- (2) Amount of ECR R&R per budget for FY 2023
- (3) Calculated as shown on System Replacement Value Worksheet - check R&R tab
- (4) Adjusted out since not a direct O&M expense.
- (5) Insurance amount adjusted to amount as determined by comprehensive insurance study.
- (6) As Calculated on Administrative Charges Worksheet for FY2023 approved budget

**Revenues Regional Sewer O&M**

405-0000-343.55-51	Lake Worth	3,741,934	\$	4,831,344
405-0000-343.55-52	Palm Springs	1,755,804		2,638,002
405-0000-343.55-53	Lantana	1,042,662		1,585,613
405-0000-343.55-54	Atlantis	317,362		431,168
405-0000-343.55-55	PBSC	27,227		33,559
405-0000-343.55-56	Manalapan	76,454		107,130
405-0000-343.55-57	South Palm Beach	153,713		225,212
405-0000-343.55-59	Lake Clark Shores	338,286		894,169
Subtotal		<u>7,453,442</u>	\$	<u>10,746,197</u>

**Revenues Regional Sewer ECR R&R**

405-0000-343.56-51	Lake Worth	607,298	\$	805,353
405-0000-343.56-52	Palm Springs	389,870		517,017
405-0000-343.56-53	Lantana	194,562		258,014
405-0000-343.56-54	Atlantis	58,306		77,321
405-0000-343.56-55	PBSC	12,984		17,218
405-0000-343.56-56	Manalapan	18,273		24,233
405-0000-343.56-57	South Palm Beach	41,115		54,523
405-0000-343.56-59	Lake Clark Shores	60,109		79,713
Subtotal		<u>1,382,517</u>	\$	<u>1,833,392</u>

**Revenues Regional Sewer LW R&R**

406-0000-343.54-51	Lake Worth	149,571	\$	169,338
406-0000-343.54-52	Palm Springs	96,021		108,711
406-0000-343.54-53	Lantana	47,919		54,252
406-0000-343.54-54	Atlantis	14,360		16,258
406-0000-343.54-55	PBSC	3,198		3,620
406-0000-343.54-56	Manalapan	4,501		5,095
406-0000-343.54-57	South Palm Beach	10,126		11,464
406-0000-343.54-59	Lake Clark Shores	14,804		16,761
Subtotal		<u>\$ 340,500</u>	\$	<u>385,500</u>

**Revenues Regional Sewer PBC R&R**

405-0000-343.53-51	Lake Worth		\$	307,489
405-0000-343.53-52	Palm Springs			197,400
405-0000-343.53-53	Lantana			98,511
405-0000-343.53-54	Atlantis			29,522
405-0000-343.53-55	PBSC			6,574
405-0000-343.53-56	Manalapan			9,252
405-0000-343.53-57	South Palm Beach			20,817
405-0000-343.53-58	Lake Clark Shores			30,435
Subtotal			\$	<u>700,000</u>

**Total Revenues** **Totals** **\$ 13,665,089**

**Difference of Revenue Required vs Revenue In** \$ 893,644

**Table 2 - Subregional Contract Customer Allocations & Flows for FY 2022**

Subregional Contract Customer	Original Allocation	Current Allocation	FY 2022 Annual Average Daily Flow	FY 2022 Peak 3-Month Rolling Average Flow	Unused Reserve Capacity
	MGD	MGD	MGD	MGD	MGD
Lake Worth Beach Local	3.68	5.052	3.936	4.267	0.785
Lantana	0.971	1.618	1.189	1.26	0.358
Atlantis	0.212	0.485	0.323	0.337	0.148
Palm Springs	1.657	3.243	2.297	2.343	0.900
Manalapan	0.084	0.152	0.089	0.092	0.060
South Palm Beach	0.342	0.342	0.179	0.204	0.138
PBSC	0.108	0.108	0.027	0.037	0.071
Lake Clarke Shores	0.000	0.500	0.377	0.396	0.104
<b>Totals/Peak Value</b>	<b>8.000</b>	<b>11.500</b>	<b>8.42</b>	<b>8.74</b>	<b>2.760</b>

In 2013 the Town of Palm Beach implemented a project to redirect their wastewater flow from the Lake Worth Beach Subregional System to the West Palm Beach system. Therefore, the Town of Palm Beach withdrew from the Lake Worth Beach Subregional System on October 1, 2013, as noted previously (but retained emergency flow capability). The Town’s allotted capacity of 0.941 MGD rounded up to 1.0 MGD was removed from the Lake Worth Beach Subregional System on October 1, 2013. This reallocation of flow capacity was acknowledged by the ECRWRF Board as required by Board policy.

In FY 2019 the City of Lake Worth Beach reached an agreement to transfer 0.176 MGD of its allocated capacity to the Town of Lantana. This capacity transfer is included in the “Current Allocation” column in the above table.

# Palm Beach State College District Board of Trustees Meeting

## 2024 PBSC/Florida College System Legislative Wrap-Up



Abby Ross, Executive Director  
Community Engagement &  
Special Assistant to the President (PBSC)

April 16, 2024





# Appropriations – FCS Highlights

- Total state budget: \$117.46 billion

Florida College System breakdown:

- \$61m General Revenue; \$72m PECO
- \$20m Open Door Grant Program
- \$1m in GATE Program
- \$40m for PIPELINE Fund
- \$19m for LINE Fund
  
- **Small increase (\$19m) to the funding formula (\$100m for 2023-24)**
- **Awaiting Governor's line-item vetoes**





# Appropriations – PBSC Highlights

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- \$9.7m for LW library remodel
- \$0 for Emergency Response Training Center (ERTC)
  - Pursuing federal/Congressional avenues and/or grant options



# State Group Health Insurance Program

- Both Chambers ultimately supported an \$80m for increased costs for participation (line 2120/page 335 of HB 5001)
- Includes over \$5m for administrative expenses associated
- Initial enrollment shall begin as soon as practicable, but coverage must begin during the 2025 plan year, no later than 7.31.25 (per HB 5101, conforming bill)
- Minimum participation period must be for at least three plan years
- Additional information should be forthcoming from DMS to our business officers/HR departments



# Update on Bills

## CS/CS/HB 1285 - Education (Rep. Canady)

- As it pertains to FCS:
  - Requires school districts to make reasonable efforts to enter into dual enrollment agreements with FCS institutions that offer online courses
- Language allows MDC, Polk State and TCC to charge an amount not to exceed \$290 per credit hour for non-resident tuition/fees for distance learning students on a program-by-program basis (argument is that this creates more competition to recruit more out-of-state learners). Lines 1237-1242.

*“A member is subject to s.112.313 with respect to business dealings with the institution, including any entity under the control of or established for the benefit of the institution under his or her purview while he or she is a member of that institution’s board of trustees.” – your respective General Counsel will need to interpret*

- Not yet transmitted to the Governor



# Update on Bills

## CS/SB 62: Resident Status for Tuition Purposes In-State (Senator Osgood)

- This legislation seeks to ensure that individuals who have faced incarceration can maintain their residency status for in-state tuition purposes when seeking higher education (by using expired documentation).
- The sponsor highlighted its aim to reduce financial burdens for those seeking education post-incarceration and potentially reduce recidivism.
- The bill received support from various representatives and public members, emphasizing the importance of education in rehabilitation and societal reintegration.
- Not yet transmitted to Governor



# Update on Bills

## CS/SB 7032: Education (Senate Postsecondary Education Committee/Senator Grall)

- Creates the Graduation Alternative to Traditional Education (GATE) program
- Focuses on helping students earn postsecondary course credits at no cost to the student while pursuing the completion of a standard high school diploma or equivalent credential. The GATE program provides educational and workforce training opportunities while allowing these students to complete HSD/GED.
- The bill's provision includes making students aware of the GATE program upon disenrollment and prioritizing funding sources (federal/state aid) before waiving tuition and fees.
- GATE waiver contingent on appropriations, aiming to enhance adult education and workforce training, particularly in rural areas. Student must complete program within three years; establishes additional criteria.
- Not yet transmitted to Governor



# Update on Bills

## CS/CS/HB 917: Career and Technical Education (Rep. Snyder)

- Allows 16 and 17-year-olds to work in residential construction under certain conditions to address workforce shortages and encourage career and technical education.
- Introduces minors to the construction industry through safe and regulated environments, emphasizing the potential for skill development and career exploration.
- Concerns were raised about safety and the adequacy of OSHA 10 training, with opponents arguing that it may not meet the Department of Labor's training standards. The discussion highlighted the need for balancing workforce development with ensuring the safety and well-being of young workers.
- Not yet transmitted to Governor



# Update on Bills

## CS/HB 151 – Florida Retirement System (Rep. Busatta Cabrera)

- Increases certain contribution rates, paid by employer, beginning July 1, 2024, to the FRS
- This is to help fund the unfunded actuarial liability
- 3% employee contribution rate not affected
- Authorizes an FRS retiree to be re-employed with an FRS employer and receive compensation/retirement benefits after six months (formerly one year)
- Closes FRS Preservation of Benefits plan as of 7.1.26
- Transmitted to Governor on Wednesday, April 2 (15 days to sign, veto, or go into law)



# Questions?

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# Thank you!



**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Financial Review and Analysis Staff Contact: Mr. James Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** This agenda item provides a snapshot of the month-end budget and actual revenues and expenses as of 03/31/2024.

The College continues to closely monitor revenues and expenses, paying close attention to enrollment data as it relates to revenue.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Excel - Organizational Vitality.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College**  
**For the Nine Months Ending March 31, 2024**

	<b>2023/24 Proposed Budget</b>	<b>Year to Date 3/31/2024</b>	<b>% Current to Original Budget</b>
<b>Revenues:</b>			
Student Tuition & Fees	\$ 71,979,043	\$ 56,027,594	78%
Less: Legislative Fee Waivers	(17,062,040)	(13,833,584)	81%
Net Student Tuition & Fees	<u>\$ 54,917,003</u>	<u>\$ 42,194,010</u>	<u>77%</u>
Dual Enrollment Fees	\$ 2,000,000	\$ 975,927	49%
State Government:			
FL College System Program Fund	\$ 65,047,135	\$ 48,785,351	75%
Lottery	13,961,552	10,471,164	75%
Performance Funding	1,524,062	1,143,046	75%
Other	2,396,533	1,643,275	69%
Total State Government	<u>\$ 82,929,282</u>	<u>\$ 62,042,836</u>	<u>75%</u>
Federal Government	551,500	651,207	118%
Private Grants/Contracts	200,000	397,099	199%
Sales and Services	1,200,000	851,363	71%
Interest and Dividends & Gain/Loss on Investments	200,000	696,344	348%
Other Revenues	390,000	131,689	34%
Non-Revenue Receipts	1,139,500	138,008	12%
<b>Total Revenue</b>	<u><b>\$ 143,527,285</b></u>	<u><b>\$ 108,078,483</b></u>	<u><b>75%</b></u>
<b>Expenditures:</b>			
Compensation by Employment Category			
Instruction	\$ 26,644,732	\$ 16,737,878	63%
Instructional - Overload	3,700,000	3,076,737	83%
Adjunct Instructional	12,129,000	9,093,945	75%
Instructional Management	2,459,000	1,956,128	80%
Institutional Management	1,505,000	986,370	66%
Executive Management	2,277,000	2,006,607	88%
Other Professional	19,040,000	16,482,595	87%
Staff Part Time	2,700,000	1,709,163	63%
Technical, Clerical Trade and Service	14,839,000	10,696,043	72%
Student Assistants	300,000	230,141	77%
Contingency - Budget Only	500,000	-	0%
Total Compensation by Categories	<u>\$ 86,093,732</u>	<u>\$ 62,975,607</u>	<u>73%</u>
Benefits	23,478,627	18,955,563	81%
Total Compensation and Benefits	<u>\$ 109,572,359</u>	<u>\$ 81,931,170</u>	<u>75%</u>
Current Expenses			
Professional Development, Travel, & Mileage	\$ 734,787	\$ 429,792	58%
Freight and Postage	80,706	57,875	72%
Telecommunications	207,289	187,920	91%
Printing	137,576	42,645	31%
Repairs and Maintenance	2,091,088	1,271,948	61%
Rentals	309,372	97,238	31%
Insurance	2,869,270	2,416,698	84%
Utilities	3,891,998	2,753,867	71%
Other Services	6,745,205	3,765,640	56%
Professional Fees	1,612,502	1,716,302	106%
Materials and Supplies	4,199,352	1,318,412	31%
Data Software - Non Capitalized	3,952,660	4,711,113	119%
Maintenance and Construction Materials	292,926	219,224	75%
Other Materials and Supplies	853,814	858,448	101%
Library Resources	663,082	509,673	77%
Scholarships and Waivers	2,562,081	1,818,580	71%
Other Expenses	1,001,218	-	0%
Contingency	500,000	-	0%
Total Current Expenses	<u>\$ 32,704,926</u>	<u>\$ 22,175,375</u>	<u>68%</u>
Total Equipment	1,250,000	616,511	49%
<b>Total Expenditures</b>	<u><b>\$ 143,527,285</b></u>	<u><b>\$ 104,723,056</b></u>	<u><b>73%</b></u>
<b>Net Revenue (Expense)</b>	<u><b>\$ -</b></u>	<u><b>\$ 3,355,427</b></u>	

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Annual Financial Statement Audit for the Fiscal Year Ending June 30, 2023  
Presenter: Mr. James E. Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** The Florida Auditor General's Office has completed its annual audit of our financial statements for the fiscal year 2023, as presented on September 19, 2023, to the District Board of Trustees. The audit disclosed our financial statements were presented fairly, in all material respects, in accordance with prescribed financial reporting standards. Attached is the report released on March 27, 2024.

Note that the Component Unit, the Palm Beach State College Foundation, Inc. is included annually as well, and has a calendar fiscal year ending on December 31, 2022, as part of the College's 2023 fiscal year reporting cycle.

The full AFR audited report can be found on the Palm Beach State College website at: <https://www.palmbeachstate.edu/finance/documents/PBSC-AFRAudited2022-23.pdf>

**Financial Impact:** Historical Financial Reporting

**Strategic Goal(s) Addressed:** Collaboration - We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

PBSC-AFRAudited2022-23

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** District Facilities Master Projects List Dated April 1, 2024  
Staff Contact: Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

**Summary:**

**Background/Pertinent Facts:** This revised report provides a more comprehensive, prioritized monthly overview of all Facilities Planning and Construction projects collegewide. Project categories include Study Phase, Design Phase, and Construction Phase. The following Report Summary highlights the projects that are in the Active Construction Phase on each campus.

**April 1, 2024 – Report Summary**

**LAKE WORTH CAMPUS**

- LW 6th Avenue Master Landscape Plans Phase 1B – QUAD
- LW CF 105 Cafeteria Re-Roof

**PALM BEACH GARDENS CAMPUS**

- PBG Eissey Theater Building Envelope
- PBG Stormwater Drainage Improvements
- PBG - SITE - Berm Restoration & Fencing

**BELLE GLADE CAMPUS**

- BG - SITE – PBCounty - Fiber Extension

**BOCA RATON CAMPUS**

- No projects in active construction

**LOX GROVES CAMPUS**

- LG DMST Building - NEW Construction

**Financial Impact:** Not Applicable to this report. Impact to construction and

maintenance funding is significant and estimated for each project reported.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Not Applicable to this report, which is updated weekly for submission and review by Finance and Administration.

**RECOMMEND:** Approval

**Attachments:**

District Facilities Master Projects List\_4-1-24

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# District Facilities MASTER PROJECTS LIST

Monday, April 1, 2024

General PROJECT Information				FUNDING Information				SCHEDULE Information		
Project NAME	Campus	Type	Status	FUNDING	Project Budget	CONST Cost	PR Code	CONST Start	CONST End	Days
LG DMST Building - NEW Construction	10-LG	NEW	CONST	PECO/SFRF	\$ 62,149,663.30	\$ 54,782,076.00	Multiple PR	5/8/2023	2/25/2025	
LW 6th Avenue Master Landscape Plans Phase 1B - QUAD	01-LW	SITE	CONST	CIF	\$ 3,845,188.76	\$ 2,322,467.49	PR0400/436	8/1/2023	9/1/2024	
Historic Building Remodeling/Renovation	01-LW	REM	DESIGN	LOCAL	\$ 1,507,447.83	TBD	PR0410/434	est 8/1/2024	est 12/31/2024	
LW ETA128 Medical Simulation Training Center Remodeling	01-LW	REM	PRE-CON	CIF/DONOR	\$ 4,934,319.42	\$ 4,178,636.08	PR0484	est 5/1/2024	est 12/31/2024	
PBG TMRW Sports - Owner related projects	04-PBG	NEW	DESIGN	LOCAL	\$ 96,600.00	TBD	PR0468	est 5/1/2024	est 12/31/2024	
BR BT104 Engineering Lab Remodeling	09-BR	REM	PRE-CON	CIF	\$ 550,000.00	\$ 392,983.00	PR0465	est 5/1/2024	est 7/1/2024	
BR CB100 HVAC Upgrades 1st Floor	09-BR	HVAC	PRE-CON	DEF MAIN	\$ 942,529.95	\$ 906,736.73	PR0485	est 5/1/2024	est 7/1/2024	
PBG LC107 Respiratory Care Lab Remodeling	04-PBG	REM	BID	GRANT	\$ 700,000.00	TBD		est 5/1/2024	est 10/1/2024	
LW LL113 - Library Renovation/Remodeling/Addition	01-LW	REM/ADD	RFQ	PECO/LOCAL	\$ 12,000,000.00	TBD	PR0108	TBD	TBD	
DIST - Exterior Entry Door Electronic Access Control	DIST	ELEC	STDY	SFRF	\$ 2,000,000.00	TBD	PR0478	TBD	TBD	
LW FN110 - AHU Replacement	01-LW	HVAC	PRE-CON	SFRF	\$ 200,000.00	\$ 154,942.00	PR0479	TBD	TBD	
LW TC117 - HVAC Replacement	01-LW	HVAC	STDY	SFRF	\$ 3,454,479.00	TBD	PR0479	TBD	TBD	
PBG Concrete Spalling AA & AD Stair Towers	04-PBG	REPR	DESIGN	SFRF	\$ 4,000,000.00	TBD	PR0476	TBD	TBD	
PBG Eissey Theater Building Envelope	04-PBG	REN	CONST	SFRF	\$ 900,000.00	\$ 977,455.14	PR0477	2/5/2024	10/7/2024	
PBG Eissey Theater - Structural Repairs (Stair Replacement)	04-PBG	REN	DESIGN	SFRF	\$ 2,000,000.00	TBD	PR0477	TBD	TBD	
PBG Eissey Theater Roof Replacement	04-PBG	ROOF	BID	SFRF	\$ 1,500,000.00	\$ 1,693,327.15	PR0480	TBD	TBD	
PBG Underground CHW Piping -AA102	04-PBG	HVAC	BID	SFRF	\$ 240,000.00	\$ 237,872.00	PR0481	TBD	TBD	
PBG Underground CHW Piping Replacement	04-PBG	HVAC	BID	SFRF	\$ 2,200,000.00	\$ 1,962,128.00	PR0481	TBD	TBD	
PBG Roof Replacement Exterior Covered Walkways	04-PBG	ROOF	DESIGN	SFRF	\$ 3,185,000.00	TBD	PR0480	TBD	TBD	
PBG CM Chiller 2 Replacement	04-PBG	HVAC	BID	SFRF	\$ 872,058.00	\$ 601,423.00	PR0482	TBD	TBD	
PBG CM Generator Replacement	04-PBG	ELEC	BID	SFRF	\$ 550,000.00	\$ 620,609.00	PR0482	TBD	TBD	
BR CA101 & CB100 Roof Replacement	09-BR	ROOF	PLAN	SFRF	\$ 1,000,000.00	\$ 984,950.00	PR0480	TBD	TBD	
BR BT104 - HVAC UPGRADES	09-BR	HVAC	PRE-BID	DEF MAIN	TBD	TBD		TBD	TBD	
PBG Stormwater Drainage Improvements	04-PBG	SITE	CONST	CIF		\$ 487,140.00		12/15/2023	5/1/2024	
LW CM124 Cooling Tower 2 Refurbishment	01-LW	HVAC	CLOSEOUT	DEF MAIN	\$ 250,000.00	\$ 247,597.97	PR0456			
LW CF 105 Cafeteria Re-Roof	01-LW	ROOF	CONST	DEF MAIN	\$ 484,500.00	\$ 675,000.00	PR0334	2/26/2024	5/20/2024	
LG ERTC Master Planning Study BG & LG	10-LG	SITE	STDY	PECO	\$ 64,000.00	TBD	PR0499	TBD	TBD	
LW ETD158 Cosmetology Electrical Upgrade/Remodeling	01-LW	ELEC/REM	PRE-CON	CIF		\$ 25,485.00	PR0473	5/1/2024	7/1/2024	
LW BK129 E-Sports (SAC) Remodeling	01-LW	REM	DESIGN		\$ 94,824.00	TBD	PR0417	TBD	TBD	
BR AD102 E-Sports Remodeling	09-BR	REM	DESIGN		\$ 46,000.00	TBD	PR0417	TBD	TBD	
DIST - Active Learning Classrooms - Phase 2	DIST	REM	DESIGN	DEF MAIN	\$ 445,000.00	TBD	PR0414	6/1/2024	11/1/2024	
SITE - Domestic Water Loop Repairs & Replacement	01-LW	PLMB	DESIGN	DEF MAIN	\$ 71,991.00	TBD	PR0385	TBD	TBD	
LW DW335 - District Warehouse Roof Replacement	01-LW	ROOF	HOLD	DEF MAIN	TBD	TBD		TBD	TBD	
PBG SC116 Phoenix Controls Upgrade	04-PBG	EQPT	DESIGN		\$ 743,403.00	TBD	PR0470	TBD	TBD	
PBG - SITE - Floating Dock Relocation	04-PBG	SITE	DESIGN		\$ 30,000.00	TBD		TBD	TBD	
PBG - SITE - Berm Restoration & Fencing	04-PBG	SITE	CONST	CIF	\$ 155,000.00	\$ 39,101.00	PR0509	3/15/2024	5/1/2024	
BG - SITE - PBCounty - Fiber Extension	06-BG	ELEC	CONST	N/A	N/A	N/A		4/15/2024	5/1/2024	
BR BT104 HVAC Upgrade	09-BR	HVAC	HOLD				TBD	TBD	TBD	
LW - ITB118 AHU Replacement	01-LW	HVAC	HOLD				TBD	TBD	TBD	
LG - 101 Medical Assistant Lab Remodeling	10-LG	REM	PERMIT				TBD	5/1/2024	7/1/2024	
LW - NS501 - Equipment Roof Cover	01-LW	ROOF	DESIGN				TBD	TBD	TBD	
LW - TC117 Graphics Lab Remodeling	01-LW	REM	DESIGN				TBD	4/1/2024	5/1/2024	
LW - TC117 - OCPA Remodeling/Furniture	01-LW	REM	PENDING				TBD	TBD	TBD	
LW SITE - Master Utility Plan UPDATES	01-LW	STDY	DESIGN				TBD	TBD	TBD	
BR - AD102 - CTLE Remodeling	09-BR	REM	PENDING				TBD	TBD	TBD	
PBG - LL104 - CTLE remodeling	04-PBG	REM	PENDING				TBD	TBD	TBD	
BG - FI Broadband Community Project	06-BG	REM	PENDING				TBD	TBD	TBD	
LW CS - Counseling Staff Relocations	01-LW	FURN	PENDING				TBD	TBD	TBD	
PBG MOD 254 HVAC Lab Remodeling	04-PBG	REM	PENDING				TBD	TBD	TBD	
BR - CB100 - Research Lab Prep Rm CB117.1 Remodeling	09-BR	REM	PENDING				TBD	TBD	TBD	
LW - CJB107 - OCPA-Production Studio Renovation	01-LW	REN	PENDING				TBD	TBD	TBD	





**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Revision of District Board of Trustees Policy 5.08, "Military Leave"  
Staff contact: Cheryl Hare – Director of Total Rewards

**Summary:**

**Background/Pertinent Facts:** Recommending the revision of District Board of Trustees Policy 6Hx-18-5.08, "Military Leave" to include rights, duration, notice, and reporting under the Uniformed Services Employment and Reemployment Rights Act "USERRA"

**Financial Impact:** None

**Strategic Goal(s) Addressed:** Capabilities and Culture

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** 5.08 Military Leave First Reading PDF with markup

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College

# Board Policy

<b>TITLE</b>	Military Leave	<b>NUMBER</b> 6Hx-18-5.08
<b>LEGAL AUTHORITY</b>	115.09 FS, 115.14 FS, 295.09 FS, 1012.855 FS, <del>6A-14.0432 FAC</del> <a href="#">38 U.S.C.A. § 4312</a>	<b>PAGE</b> 1 of <del>12</del>
<b>DATE ADOPTED/AMENDED</b>	P005.00; Readopted 2/27/1975; Amended 2/20/1977, 12/22/1977, 6/19/2001, 5/12/2009; <a href="#">5/21/2024</a>	

### Policy Statement:

The College recognizes and supports the contributions of faculty and staff that have chosen to serve in the military.

### Scope of Policy:

This policy is established to inform and provide leave and benefits afforded to service members in the National Guard or reserve component of the Armed Forces of the united states.

### Pay and Benefits:

Military leave shall be granted to eligible employees, in accordance with Federal Law and Florida Statutes; ~~who are ordered to:~~

- A. ~~Federal active or inactive duty; or training due to membership in the military reserve, including the National Guard.~~ The first thirty (30) days of such leave for deployment, training, or active duty shall be paid. per year shall be with pay. Leave beyond the thirty (30) days shall be without pay. An employee may choose to use accrued time off beyond the 30 days.
  
- B. ~~State active duty due to membership in the Florida National Guard. Such leave not exceeding thirty (30) days at any one time shall be with pay. Leave beyond the thirty (30) days at one time shall be without pay.~~ Employees granted military leave are entitled to the same rights and privileges as an employee granted other types of leaves of absences.
  
- C. Vacation and sick days do not accrue after thirty (30) days of paid time.
- D. The balance of any unused accumulated leave shall be retained while employed.

### Notice Requirements:

The employee (or an appropriate officer of the uniformed service in which such service is performed) must give advance written or oral notice of service leave to the employer. An employee shall provide notice as soon as it foreseeable. The advance notice requirement shall be waived if deemed "military necessity" as defined in regulations of the Secretary of Defense as "a mission, operation, exercise or requirement that is classified, or pending an ongoing mission, operation exercise or requirement that may be compromised or otherwise adversely affected by public

knowledge”. (32 CFR 104.3) Advance notice shall be waived if the giving of notice is otherwise impossible or unreasonable as cited under Section 4312(a)(1)/20CFR 1002.85.

A copy of the applicable orders or applicable documentation requiring service shall be provided for each leave request.

Failure to provide advance notice or applicable documentation may result in disciplinary action up to and including termination.

**Return and Reemployment Requirements:**

An employee may return to work or apply for reemployment if the employee meets the reemployment requirements:

- 1) The employee has not exceeded USERRA’s five-year cumulative limit as determined by documentation submitted for leave.
- 2) The employee reports back to work or applies for reemployment in a timely manner as set forth in USERRA as follows:
  - 1-30 days of service – report the next scheduled work day after safe travel and 8 hours rest;
  - 31-180 days of service – notify the college within 14 days after completion of service;
  - 181+ days of service – notify the college within 90 days after completion of service.
- 3) The employee’s separation from service was not one of the following:
  - Separation from service with a dishonorable or bad conduct discharge,
  - Separation from service under other than honorable conditions as set forth in regulations of the military branch.
  - Dismissal of a commissioned officer in certain situations involving court martial. (Section 1161(a) of Title 10)
  - Dropping an individual from the rolls when the individual has been absent without authority for more than 3 months or is imprisoned by a civilian court. (Section 1161(b) of Title 10.)

An employee on military leave for 31 days or longer must provide documentation such as discharge papers, endorsed orders, or a letter from a proper military authority for verification. If the employee does not provide satisfactory documentation because it is not readily available or does not exist, the College will still reemploy the employee to their former position and pay. The College has the right to request information via the online database if the employee does not have or does not supply documentation.

If, after reemploying the employee, documentation becomes available that shows one or more of the reemployment requirements were not met, the College may discipline the employee up to and including termination as well as terminating any rights or benefits that may have been granted. Section 4312(f)(3)(A)/ 20 CFR 1002.122

# Palm Beach State College District Board of Trustees Meeting



## Amending Policy 5.08 "Military Leave"

Ms. Cheryl Hare  
Director of Total Rewards

April 16, 2024





# Military Leave

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- Two sections of Federal and State combined into one
- Paid days off is first 30 days per Florida Statute
- Employees must give advance notice
  - Notice can be waived under certain federal provisions
- Parameters for return align with Federal Law
- Documentation must be provided

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Ratify the Contract with Andrea Construction, RTB 2024-02TR Engineering Technology Lab Remodel – Boca Raton Campus; \$392,983 through Project Completion  
Staff Contacts: Ms. Jennifer Alvarez, Director of Procurement, and Mr. Kirk Stetson, Manager, Facilities Planning and Construction

**Summary:**

**Background/Pertinent Facts:** The Facilities Planning and Construction Department is requesting Board ratification of the contract with Andrea Construction for RTB 2024-02TR Engineering Technology Lab Remodel – Boca Raton Campus. The purpose of the project is to remodel the Boca Tech Building Wellness Center into an Engineering Technology Laboratory.

The Request to Bid (RTB) was advertised on Demand Star on January 10, 2024. Three firms responded to this Invitation to Bid. Bids ranged from \$374,270.00 to \$747,776.99 as detailed below:

Andrea Construction Co.	\$374,270.00
Proctor Construction Co.	\$434,944.00
Lego Construction Co.	\$747,777.00

Responses were evaluated by Procurement and Facilities, and Andrea Construction Co. was determined to be the lowest responsive, responsible bidder at \$374,270.00.

Pursuant to District Board of Trustees Policy 1.02, the contract was executed during the March District Board of Trustees meeting recess under the President's authority. As such, District Board of Trustees ratification of the contract award is requested.

**Financial Impact:**

Base Bid:	\$374,270.00
Owner's Contingency (5%):	\$18,713.00
Total:	<b>\$392,983.00</b>

This project is funded by local funds: Student Capital Improvement Fees

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Until project completion; approximately 5 months.

**RECOMMEND:** Approval

**Attachments:**

Tabulation ITB 2024-02TR Engineering Technology Remodel

AGREEMENT BETWEEN OWNER AND GENERAL CONTRACTOR\_BR  
EngineeringTechnologyLab\_FullyExecuted

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



**PALM BEACH STATE COLLEGE  
PROCUREMENT DEPARTMENT  
INVITATION TO BID  
TABULATION**

**ITB 2024-02TR**

**Engineering Technology Lab Remodeling, Boca Tech Building BT 104**

		Andrea Construction		Proctor Construction	Lego Construction
ITEM	Description	Qty	Total \$	Total \$	Total
<b>EQUIPMENT/SERVICES COVERED</b>					
1	CSI DIV 01: General Requirements	1	\$ 31,000.00	\$ 58,517.00	\$ 141,782.95
2	CSI DIV 03: Concrete (demo slab, repour, and finish)	1	\$ 5,500.00	\$ 14,346.00	\$ 13,240.94
3	CSI DIV 06: Wood, plastics, composites (rough carpentry)	1	\$ 24,700.00	\$ 7,798.00	\$ 107,213.51
4	CSI DIV 08: Openings (doors and frames, louvers, and vents)	1	\$ 39,300.00	\$ 26,695.00	\$ 34,853.43
5	CSI DIV 09: Finishes (plaster and gypsum board)	1	\$ 23,500.00	\$ 50,409.00	\$ 64,376.86
6	CSI DIV 12: Furnishings (casework)	1	\$ 99,650.00	\$ 106,894.00	\$ -
7	CSI DVI 22: Plumbing (piping, equipment, and fixtures)	1	\$ 4,900.00	\$ 18,719.00	\$ 23,304.00
8	CSI DIV 23: HVAC (piping, air distribution, and HVAC equipment)	1	\$ 55,700.00	\$ 36,497.00	\$ 115,187.38
9	CSI DIV 26: Electrical (power and lighting)	1	\$ 45,200.00	\$ 45,347.00	\$ 172,940.20
10	CSI DIV 27: Communications (structured cabling and data)	1	\$ 44,820.00	\$ 69,722.00	\$ 74,877.72
		<b>Total \$</b>		<b>Total\$</b>	<b>Total\$</b>
<b>CONTRACT ESTIMATED GRAND TOTAL</b>			<b>374,270.00</b>	<b>434,944.00</b>	<b>747,776.99</b>
<b>Notes:</b>	<p><b>**NOTE: Refer to specifications listed in the ITB. Bid is awarded as overall total lowest responsible, responsive bidder.</b></p> <p><b>In the best interest of the College, the College has reserved the right to make award by all items to one vendor.</b></p>				



**AGREEMENT BETWEEN OWNER AND GENERAL CONTRACTOR**

**THIS AGREEMENT**, made and entered into this 21 day of February 2024 by and between Andrea Construction, hereinafter "**Contractor**", and THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, 4200 Congress Avenue, Lake Worth, Florida, 33461, hereinafter "**Owner**".

Bid Number and Title: RTB 2024-02TR Engineering Lab Remodel – Boca Raton Campus

The Project Title: Engineering Technology Lab Remodeling

The Architect: Gurri Matute

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the Owner and the Contractor agree as follows:

**ARTICLE 1**

1.1. **Contract Documents**. The Contract Documents consist of the Owner-General Contractor Agreement, the General Conditions of Construction Contracts (GCCC) including any General, Supplementary and other Conditions, the Bid Documents, the Drawings, the Specifications, all Addenda issued prior to, and all Modifications issued after execution of this Agreement. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2**

2.1. **The Work and Scope of Work**.

2.1.1. The Work of this Contract:

2.1.1.1. **The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.**

2.1.1.2. The contractor shall perform all the work required by the contract documents for:

Bid Number and Title: RTB 2024-02TR Engineering Lab Remodel – Boca Raton Campus

Project Name: Engineering Technology Lab Remodelling

Owner Project Number: 09-01-4-REM-2023

2.1.1.3. The Contractor agrees to furnish all supervision, equipment, labor and materials necessary to fully complete the following project in a workmanlike manner, within the times and in accordance with the Plans and Specifications and other documents prepared by Gurri Matute and to do everything required by the Contract Document.

- 2.2. **Relationship of the Parties.** The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials to complete the project on time and within budget; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### ARTICLE 3

3.1. **Contract Time Commencement and Completion.**

3.1.1. The Contract time shall commence upon receipt of the Notice to Proceed as issued by the Owner. Subject to authorized adjustments, substantial completion shall be per the dates in the Owner-issued Notice to Proceed. All Work and requirements of the Contract Documents shall be fully and finally completed within thirty (30) calendar days after the Date of Substantial Completion. The Date of Substantial Completion shall be subject to Owner authorized adjustments. Time is of the essence to this Contract.

3.1.2. Failure to complete the Project within the time fixed in this Agreement will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that, if the Project is not substantially completed, according to the definition of "Substantial Completion" in Article 6, within the time fixed or within such further time, if any, as may be authorized in accordance with the Contract Documents, the Contractor shall pay to the Owner liquidated damages, as required by the GCCC for each and every calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion shall have been fully accomplished. These liquidated damages are damages for delay only, and the recovery of same does not preclude the recovery by Owner of other damages allowed by law or contract for injury other than delay sustained by Owner.

3.1.3. This provision of liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay liquidated damages. It is further agreed that the Owner may deduct from the balance of the Contract Sum held by the Owner the liquidated damages stipulated herein or such portions as said balance will cover.

### ARTICLE 4

4.1. **The Contract Amount.**

4.1.1. Upon satisfactory completion of the project and acceptance thereof by the Owner, and as full compensation therefore to the Contractor, Owner agrees to pay the contract sum of: \$392,983, subject to additions and deductions by Owner approved Change Orders as provided in the Contract Documents. Payments shall be made as set forth in Articles 6 and 7 hereof.

4.1.2. The Contract Sum is determined as follows:

Base Bid	\$374,270.00
Owner's Contingency	<u>\$18,713.00</u>
Total	\$393,983.00

4.2. **Schedule of Values.**

4.2.1. Where the Contract is based on a stipulated sum the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

4.3. **Applications for Payment.** The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the most recently approved schedule of values for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and shall reflect retainage if provided for in the Contract Documents.

## ARTICLE 5

5.1. **Changes in Work.**

5.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

5.1.2. A Change Order shall be based upon written agreement among the Owner, Contractor and Architect. The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

- 5.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or order for a minor change in the Work.
- 5.1.4. For changes in the Work which include work by Subcontractors, the Subcontractor shall use the labor rates and the fixed percentage for overhead and profit which were established during the bid and contracting process.

## ARTICLE 6

### 6.1. Progress Payments.

6.1.1. Based upon Applications for Payment submitted to the Architect by the Contractor and

Certificates for Payment issued by the Architect and approved by the Owner, the Owner shall make progress payments against the account of the Contract Sum to the Contractor in accordance with the GCCC and in accordance with the following:

- 6.1.2. Within ten (10) Owner business days after the Owner's receipt of a Certificate of Payment issued by the Architect, the Owner shall pay ninety five percent (95%) of the portion of the Contract Sum properly allocable for the construction services, labor and materials incorporated in the project and for other materials and equipment suitably stored at the site or at some other location agreed upon in writing (the Work), for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.
- 6.1.3. The Contractor shall submit to the Architect an Application for Payment of the Ten Dollars (\$10.00) for the Indemnification and Hold Harmless Rider specified in the Contract Documents simultaneously with the Contractor's execution and delivery of the Contract to the Owner. Upon receipt of said Application for Payment, the Architect shall issue a Certificate of Payment and deliver the same to the Owner. Within thirty (30) days of the Owner's receipt of said Certificate or Owner's Award of the Contract, whichever is later, the Owner shall pay to the Contractor the amount of Ten Dollars (\$10.00).
- 6.1.4. The Contractor shall not be entitled to any interest on payments which may be due but are unpaid by the Owner.

### 6.2. Substantial completion.

6.2.1. Substantial Completion is the stage in the progress of the Work when all required occupancy permits have been issued and the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

- 6.2.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 6.2.3. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 6.2.4. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 6.2.5. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof within ninety (90) days. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## ARTICLE 7

### 7.1. **Final payment.**

- 7.1.1. Upon receipt of written notice from the Contractor to the Architect stating that the work is ready for final inspection the Architect will promptly inspect the work and if he finds same ready for inspection by the Owner, he shall issue a final certificate stating that the work has been completed and shall so advise the Owner and the Owner's Representative who will promptly make a final inspection accompanied by the Architect, Architect and other professionals employed for the project, and designated representatives of the contractor.

- 7.1.2. However, if there is incomplete work and/or unsettled claims, the Architect shall provide an estimate of cost for the incomplete work and unsettled claims for review and approval by the Owner. The cost estimate prepared by the Architect to correct such items as listed above shall be doubled (twice the amount of the Architect's estimate) for the corrections required and said sum will be withheld by the Owner until the work is completed to the satisfaction of the Architect and Owner. These amounts can be released upon the recommendation of the Architect, receipt of the Certificate of Final Inspection, and approval by the Owner as the incomplete work is finished and as the outstanding claims are resolved. Payment for these amounts is to be made through the use of the Certificate of Payment issued by the Architect and approved by the Owner.
- 7.1.3. Before each payment is made, the Contractor shall submit releases of liens to the Architect for submittal to the Owner certifying that all work performed, materials furnished and services rendered have been paid in full and the contract has been fulfilled in accordance with the terms and conditions of the Contract, and upon final payment, if applicable, Contractor shall submit consent of the Surety Company for release of final payment.
- 7.1.4. From the final payment shall be retained all monies expended by the Owner, according to terms of this Contract and thereunder chargeable to the Contractor, all monies payable to the Owner as liquidated damages, and all deductions provided by the Contract Document, State Laws, or governing regulations.


## ARTICLE 8

### 8.1. **Miscellaneous provisions.**

- 8.1.1. Terms used in this Agreement which are defined in the GCCC shall have the meanings designated therein.
- 8.1.2. The use of the facility by the Owner prior to the Work being fully performed or paid for does not constitute a waiver by the Owner to demand strict compliance with the terms and provisions of the Contract Documents.
- 8.1.3. Prior to beginning the work, the Contractor shall obtain and furnish to Owner the bonds and insurance policies, required by the Contract Documents, which shall be procured from agents authorized to do business in the State of Florida and in such form and amounts acceptable to the Owner.
- 8.1.4. If at any time the Owner shall deem the Surety or Sureties, or any bond issued by same, inadequate the Contractor shall, at no expense to the Owner and within five (5) days after receipt of written notice by the Owner, furnish an additional bond or bonds in such form and amount and with a Surety acceptable to the Owner. The failure of the Contractor to furnish such bonds and insurance policies in a timely manner shall not delay the commencement of the Contract time nor shall same be a cause for an extension of the Contract to the Owner.

This Agreement is entered into as of the day and year first written above by the President of the Palm Beach State College as authorized by the District Board of Trustees.


PALM BEACH STATE COLLEGE

By:   
Name: Ava L. Parker, J.D.  
Title: President

CONTRACTOR

By:   
Name: Richard A. Ilea  
Title: President

APPROVED AS TO LEGAL SUFFICIENCY

By:   
Name: Geovanni J. Denis  
Title: Associate General Counsel

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Purchase of the Palm Beach Gardens Generator Replacement in the Amount of \$620,609 Utilizing Trane, Under Omnia Contract #3341 for HVAC Products, Installation, Labor Based Solutions and Related Products and Services  
Presenters: Ms. Joan Rumsey, Assistant Director of Facilities, and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The college is seeking District Board of Trustees (Board) approval for purchase and installation of a replacement generator at the Palm Beach Gardens Campus in the amount of \$620,609 with Trane US, Inc. under the Omnia Contract No. 3341. The use of this Omnia Contract was previously approved by the District Board of Trustees in February 2024.

This project is for the replacement of the Emergency Generator at the Palm Beach Gardens campus. The existing generator is over 40 years old, is leaking oil, and is past its useful life. This is an important life safety equipment in the event of an emergency as this generator serves the majority of buildings on the Palm Beach Gardens campus including Burt Reynolds, AA Building, AD Building, Lewis Center, LLRC, and the Central Mechanical building.

Generator Equipment	\$199,650.00
Generator Installation	\$382,690.00
Owner's Contingency	<u>\$38,269.00</u>
<b>Total</b>	<b>\$620,609.00</b>

The use of this cooperative contract complies with 6A-14.0734(2)(c) Florida Administrative Code, purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law of buying cooperatives.

**Financial Impact:** \$620,609 funded by State Fiscal Recovery (SFRF) funds



**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Until project completion; the contract is valid through October 31, 2027.

**RECOMMEND:** Approval

**Attachments:**

PROP\_Trane(Generator Installlotion Proposal Omnia\$382,690withAlternates)\_3-25-24

PROP\_Trane(GeneratorEquipment \$199,650)\_3-25-24

Trane Executed Piggyback Letter 042523

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



**Prepared For:**  
Joan Rumsey, Facilities Assistant Director  
Palm Beach State College

**Date:**  
March 18, 2024

**Job Name:**  
PBSC Gardens Generator Replacement - Revised

**Proposal Number:** H6-124978-24-003  
Omnia Racine #3341

**Proposal Terms:**  
Omnia Racine #3341

**Proposal Expiration Date:**  
30 Days

March 18, 2024

Palm Beach State College  
Facilities  
4200 Congress Avenue  
Lake Worth, FL 33461

Attn: Joan Rumsey  
Facilities Assistant Director

Dear Joan,

Trane is pleased to offer this proposal for the generator replacement for the Gardens Campus.

**PROJECT SCOPE**

The scope of services includes the following:

1. Project scope is based on the permit set of engineering drawings titled, Palm Beach State College – Emergency Generator Replacement, dated 11-13-2023 by SGM Engineering. The RFI correspondence #1 and related correspondence is also included. Project documentation including submittals will be furnished to PBSC and SGM Engineering.
2. The proposed scope of work is based on the Blue Star 350kW natural gas generator, as submitted and approved as an alternate. This generator equipment is owner-furnished.
3. Project supervision and turnkey management of the generator installation of the is included. The installation scope of services is described below. Work that is not included in the design drawings is shown as an add alternate. Work provided by PBSC is also specifically identified below.



## Installation:

### Electrical:

1. Demo all cabling to the existing 280 KW Generator for removal.
2. Furnish and Install temporary 350 kW temporary standby diesel generator and connect start/stop wiring to the temp Generator during replacement of the Genset.
3. Install (1) new owner-furnished Blue Star 350 KW Natural Gas Generator.
4. Supply and install new ATS control wires back to the new Genset.
5. Supply and install stub up for Network connection to the Generator control panel.
6. Network cabling to be protected during installation. Comm link to be connected by others.
7. Supply third party testing for the existing ground service bond.
8. Removal of old Fuel by others.
9. Supply and install all engraved emergency labels per plan.
10. Generator commissioning and load test are included.
11. Testing of existing bonding and grounding is included.

### Rigging, Piping, and Sheet Metal:

1. Demo existing fuel lines as needed.
2. Remove/dispose existing generator and fuel tank from site.
3. Set new owner-furnished generator on new enlarged housekeeping pad.
4. Set and install exhaust piping for new generator (single exhaust stack).
5. Install exhaust piping in black iron pipe with new roof thimble.
6. Insulate all new piping as needed.
7. Provide and install fuel piping from owner-furnished natural gas meter.
8. Provide 18 gauge metal shroud from radiator to rated wall louver.
9. Crane service for generator removal and installation. Two separate crane lifts are planned for removal of the existing generator and installation of the new generator.
10. Removal of canopy structures for the tractor and pressures washer trailer to allow crane access to make the lifts. Canopy structures will be reinstalled after the final crane lift is completed.

### General Construction:

1. Enlarge existing concrete inertia block/housekeeping pad to create new housekeeping pad that is sized for the new generator. Removal of existing housekeeping pad is specified, but modification/removal of the existing inertia block is not practical and is not recommended.
2. Rated door, louver, and wall installation is required and is shown as Alternate #3 below.
3. Core existing roof opening for new thimble. Install thimble and roof

### Work Provided by Palm Beach State:

1. Removal of landscaping
2. Degreasing generator room floor and housekeeping pad
3. Removal of fuel from existing diesel tank
4. Furnishing new gas meter to location shown on plans
5. Fire alarm testing and certification, if required.
6. Termination/addressing of network communication cabling to the generator.
7. Temporary relocation of tractor/backhoe and pressure washer trailer from canopy storage areas.
8. Fuel for generator above what ships with rental unit



Not Included: Fire alarm and life safety work is not specified and is not included. Fire alarm interconnection and testing is not included. Permit fees are not included.

### Pricing:

**Base Bid:** The net price for the project is \$284,200.00. This includes pricing according the terms of the Omnia Racine #3341 agreement. The terms of the Omnia Racine #3341 agreement apply to this proposal.

### Alternates:

Alternate #1: Add \$26,365.00 to furnish and install a new triangle ground bond system as shown on the plans. Testing of the existing bonding system is included in the base bid scope of work. If the existing bonding system is acceptable it will be reused and the triangle bonding system will not be required.

Alternate #2: Add \$6,850.00 to furnish and install new 100 Amp Three Phase 480 Volt ASCO automatic transfer switch to replace the existing transfer switch.

Alternate #3: Add \$65,275.00 to remove and replace doors and louvers. Remove existing double entry door and louver above door. Lock set furnished by PBSC. Remove louver wall from west wall and dispose. Furnish and install hurricane and fire rated double door in existing opening. Furnish new Greenheck EVH-501D louvers above double door sized for the existing rough opening 86x x 56h.

Construct new concrete reinforced/CMU masonry wall to replace existing West louver wall. Provide structural engineering including new wall section, louver opening detail, and bond beam details for new wall. Utilize existing footer and dowel rebar into existing. Form and pour reinforced concrete bond beam along the base of the wall up to the bottom of the new generator louver opening. Provide new concrete block wall above bottom bond beam. Provide concrete block wall with louver opening. Provide new bond beam across the entire wall at the top of the louver opening. Complete remainder of wall in concrete block to the existing ceiling height. Install new Greenheck EVH-501D louver in new wall opening and fasten to new wall structure as required.



Thank you for giving Trane this opportunity. If you have any questions or concerns, please feel free to contact me at (561) 596-8727.

Steve Corson  
Senior Account Manager  
Trane U.S. Inc.  
(561) 683-1521



# Proposal

Proposal is valid for 30 days.

Customer must release order to production within 30 days of proposal date.

**Prepared For:** Palm Beach State College

**Date:** March 24, 2024

**Job Name:** Generator Gardens Campus

**Proposal Number:** H6-124978-24-004

**COOP or Federal Contract ID:**  
OMNIA Racine #3341

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Destination

**Payment Terms:**  
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

## Item Group A: Product Data – Blue Star Natural Gas Standby Generator

### Tag Data – PBSC PBG Generator (Qty: 1)

Item	Tag(s)	Qty
A1		1

### Product Data - Generator

**Item: A1 Qty: 1**

Fuel System: Natural Gas

Fuel System Options:

Dry Fuel Strainer - Send Loose

Fuel Plumbed to Base

Engine Model: PSI 14.6LHO 350kW Standby Power Rating at 1800 RPM

Governor - Electronic Isochronous

Voltage: 480/277V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford S4L1D-E41 12 Lead Wired 480V 3 Phase High Wye 125°C Rise Over 40°C Ambient

Voltage Regulator: Stamford MX321 Automatic Voltage Regulator with PMG Excitation

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller

Mounted Facing Left from Generator End (Unless Specified Otherwise)

Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns

Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options: Low Water Level Sensor with Shutdown

Remote Annunciator: Deep Sea DSE2548 (2x) Remote Annunciator with Enclosure (Surface Mounted)

Unit Color: White

Enclosure: OPU

Sound Attenuation Foam: Sound Attenuation Not Included

Cooling: Unit Mounted Radiator (50°C Ambient) with Duct Flange

Coolant Drain Extension: Plumbed to Bulkhead Fitting in Base

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: Optional Breaker Required 1-400 Amp Circuit Breaker 100% Rated installed Nema 1  
1-200 Amp Circuit Breaker 100% Rated installed Nema 1

Jacket Water Heater: Engine Block Heater 4000W 240VAC Rated for -20°F

Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Catalyst Mounted to Engine - Provides Silencing Function

Battery: 24 Volt System with Racks & Cables

Battery Charger: NRG 24 Volt 10 Amp Mounted and Wired to Terminal

Factory Test: Standard Commercial Testing Includes:

Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF

- 11 Industrial Alternators
- 14 MX321 Voltage Regulator
- 3 DCP7310 Control Panel
- 6 DSE2548 Remote Annunciator
- 44 Paint and Powder Coat
- 17 Radiators
- 30 CB CL Series Block Heaters
- 31 Single Stage Air Cleaner
- 27 Industrial Batteries
- 25 NRG Series Battery Chargers
- 47 Factory Load Test
- 5yr 3000hr limited warranty**

**Estimated Production Time from Approved Submittals and Production Release: 44 weeks**

**Total Net Price (Excluding Sales Tax) ..... \$ 199,650.**

Sincerely,

**Steve Corson - Trane U.S. Inc.**  
 6965 Vista Parkway North, Suite 11  
 West Palm Beach, FL 33411  
 Office Phone: (561) 683-1521

**This proposal is subject to the terms of the Omnia Racine #3341 contract and the Palm Beach State Piggyback letter.**

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

“Company” shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

**1. Acceptance.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the sale of the described commercial equipment and any ancillary services (the “Equipment”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Equipment in accordance with the Proposal and the Company’s terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Equipment will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If shipment is delayed due to Customer’s actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company’s standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

**5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

**7. Force Majeure.** Company’s duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company’s election (i) remain in effect but Company’s obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days’ notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An “Event of Force Majeure” shall mean any cause or event beyond the control of Company. Without limiting the foregoing, “Event of Force Majeure” includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company’s catalogs and bulletins (“Warranty”). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company’s obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company’s warranty agent’s stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company (“Third-Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS**



**AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

**9. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

### **13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this

paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)  
Supersedes 1-26.130-4(1221b)



# PALM BEACH STATE COLLEGE

PROCUREMENT DEPARTMENT

4200 Congress Avenue  
Lake Worth, FL 33461

561.868-3459 Office  
561-868-3460 Fax

April 27, 2023

Steve Corson, Trane  
6965 Vista Parkway Unit #11  
West Palm Beach, FL 33411  
Telephone: 561-683-3306  
Email: sdcorson@trane.com

Subject: Omnia contract No. 3341 for HVAC Products, Installation, Labor Based Solutions and Related Product and Services

Dear Mr. Corson,

The rules and regulations of Palm Beach State College (hereinafter referred to as the "College") allow for the purchase of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies or cooperatives. The College would like to utilize contract No. 3341 for HVAC Products, Installation, Labor Based Solutions and Related Product and Services cooperative contract awarded by Omnia (hereinafter referred to as "the Contract"), effective through August 31, 2027, to acquire these items and related services for the college campuses.

By signing below, Trane U.S. Inc., agrees that it will extend to the College the same pricing for all items or services awarded pursuant to the Contract, and further agrees that all transactions relating to the College's acquisition of said items or services shall be governed by the terms and conditions of the Contract and the College's Purchase Order. Additionally, Trane agrees to accept Purchase Orders issued by the college to authorize work under this Contract.

If you have any questions, please contact me at 561-868-4221 or alvarezj@palmbeachstate.edu.

Sincerely,

Jennifer Alvarez, M.P.A., CPPO  
Procurement Director

COMPANY NAME: Trane U.S. Inc.	AUTHORIZED REPRESENTATIVE: Kenyon Holmes Contracting Leader
SIGNATURE: 	DATE SIGNED: 4/25/23

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract with Nycom, Inc. Utilizing VASCUPP Cooperative Contract Number UVA 1906999 for Laboratory Casework, Fume Hoods, and Accessories in the Amount of \$1,573,096 through Project Completion and Authorize the President to Execute the Contract Documents

Staff Contacts: Mr. Edgar Cintron, Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The college is seeking approval from the District Board of Trustees (Board) for a contract with Nycom, Inc. valued at \$1,573,096 using the VASCUPP (Virginia Association of State College and University Purchasing Professionals) Contract Number UVA 1906999. This contract pertains to Laboratory Casework, Fume Hoods, and Accessories for the Dental and Medical Services Technology Building, specifically Surgical and Science facilities, at the Loxahatchee Groves Campus.

Nycom, Inc. is awarded the agreement with VASCUPP for Laboratory Casework, Fume Hoods, and Accessories, effective from October 23, 2017, to October 23, 2027.

After reviewing product offerings from various vendors, college staff have determined that the Nycom, Inc products to be the to be the best option for the new facility.

The use of this contract aligns with the guidelines outlined in 6A-14.0734(2)(c) of the Florida Administrative Code, permitting purchases at established unit or contract prices through competitive solicitations by government units or buying cooperatives.

**Financial Impact:** The financial impact of the contract amounts to \$1,573,096

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** The contract is effective through October 23, 2027.

**RECOMMEND:** Approval

**Attachments:**

Nycom Inc Piggyback-Cooperative Letter

Nycom Proposal 3.15.2024 - PBSC Dental Science 24-12-0380 REV 1

Nycom Proposal 3.21.2024 - PBSC Dental Surgical Tech \_REV 1

Nycom Piggyback Agreement

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

## Proposal: PBSC Dental Surgical Tech

Lake Worth, FL  
Nycom Project #: 24-12-0370

Date: March 21, 2024

Attn: Palm Beach State College

Nycom is pleased to submit the following proposal. Pricing is based on the VASCUPP Cooperative Purchasing Agreement; Contract Number UVA 1906999; valid through 10/22/2027. We look forward to providing you with quality products and exceptional service. Thank you for the opportunity to partner with you on your upcoming project.

### The pricing below is based on:

- Provided FF&E List Excel Sheet

### Scope of Work Included:

- Base Bid
  - Lab Equipment per List on provided Excel Sheets

### Alternative Specifications:

## Nycom General Conditions

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### Includes:

- One year warranty
- Off-site storage of Kewaunee Scientific Products for up to 30 days
  - Available for a fee after 30 days
  - Material will be invoiced when it enters storage
- Installation
- Pricing includes delivery utilizing full size 53' trucks

### Excludes:

- Mechanical / Electrical / Plumbing rough-ins and connections
- Hoisting (loading dock and elevator/lift are to be provided by others)
  - Nycom may not carry materials up stairs
- Stamped Drawings
- Dumpster (provided on-site by others)
- Payment Performance Bond
- Liquidated Damages
- Assembly and Installation of Safety Showers
- Composite Clean Up
- Division 22 and 26 specifications

### CORPORATE OFFICE

14200 MICHAUX GLEN DRIVE  
MIDLOTHIAN, VA 23113  
TEL: 804.794.3044  
FAX: 804.794.3062

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FLORIDA OFFICE  
501 E. KENNEDY BLVD, STE 1400  
TAMPA, FL 33602  
9 79 016

## Base Bid

### Lab Equipment per List on provided Excel Sheets

Includes:

- ST-1: Monitor, Bedside
  - QTY: 3 - Model # OMNI 2
- ST-2: Waste Disposal, Sharps
  - QTY: 3 - Model # 111 030
- ST-3: Ceiling Mounted, Column, Equipment Arm, Surgery
  - QTY: 3 - Model # Harmony Air DF
- ST-4: Ceiling Mounted, Lights, Dual, Surgery
  - QTY: 3 - Model # XLD-DC 1000
- ST-5: Stand, Mayo
  - QTY: 3 - Model # P-1065-SS
- ST-6: Electrosurgical Unit, Dual Output
  - QTY: 3 - Model # A2350
- ST-7: Laryngoscope, Video Glidescope
  - QTY: 3 - Model #
- ST-8: Cart, Anesthesia
  - QTY: 3 - Model # P-7202-C
- ST-9: Stool, Anesthesia, with back
  - QTY: 3 - Model # T-584
- ST-13: Table, Operating
  - QTY: 3 - AMSCO 4095 SP
- ST-14: Table, Instrument-Dressing
  - QTY: 3 - Model # SG-88-SS
- ST-16: Stool, Self-Adjusting
  - QTY: 7 - Model # T-526-GS
- ST-17: Stretcher, Surgical
  - QTY: 1 - 4794-001
- ST-18: Cabinet, Tall, Glass Doors
  - QTY: 10 - Model # P-8270
- ST-19 Steam Sterilizer, Small, Double Door
  - QTY: 1 - Model AMSCO 400
- ST-20: Waste Bin
  - QTY: 3 - 690BIO
- ST-22 Prep and Pack Work Station
  - QTY: 2 - PREP56
- ST-23 Reprocessing Sink
  - QTY: 1 AMSCO 33
- ST-24 Washer/Disinfector, Single Chamber, Double Door
  - QTY: 1 - Model # AMSCO 2532
- ST-25 - Stainless Steel Table, 30"x60"
  - QTY: 2 - Model # STF-6030
- ST-26 Stainless steel Table, 30"x48"
  - QTY: 2 - Model # STF-4830
- ST-27 Stainless steel Table, 30"x30"
  - QTY: 1 - Model # STF-3030
- ST-28 - Air Compressor
  - QTY: 1 - UP6-7.5TAS-150



- ST-29 - Double Basin Stand
  - QTY: 3 - Model # P-1079-W/S-SS
- ST-30 - Kick Buckets
  - QTY: 3 - Model # P-1020-SS
- ST-31 - Foot Stools
  - QTY: 6 - Model # P-10
- ST-32 - Simulaid Full Body Manikin
  - QTY: 3 - Model # 100-2725

**Excludes:**

- ST-10: Anesthesia Apparatus, 3 Gas

PROVIDE AN OWNER'S CONTINGENCY OF \$75,000 FOR THE PURCHASE OF 3 ANESTHESIA APPARATUS MACHINES FOR THE 3 SURGICAL TECH OPERATORIES. BID NOT RECEIVED AT THE TIME OF THIS QUOTE. ADD \$75,000 TO BASE BID TO COVER ADDITIONAL SPEND.

***Pricing***

Material, Freight and Non-mechanical Installation

<b>Base Bid</b>		<b>\$819,316</b>
-----------------	--	------------------

This proposal is valid for 30 days and is based on shipment prior to December 2024. Shipments after this date may require additional escalation. Below is a tentative schedule:

- 3 – 4 weeks Shop Drawings
- 10 – 16 weeks Manufacturing
- 4 – 5 weeks Installation

<b>Total Spend with Addition of (3) Anesthesia Apparatus Equip.</b>	<b>\$894,316</b>
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Our proposal is based on temporary construction service, along with on-site dumpster to debris removal, being provided at no cost to Nycom, Inc. Our proposal includes a one-time distribution and setting of material leaving the premises broom clean and orderly. Hoisting and/or elevator service (including operator if required), temporary construction services, and on-site dumpster for debris removal, are required at no cost to Nycom. Nycom cannot manually transport any materials up or down stairways. Off-site storage and double handling of material due to changes in the schedule at no fault of Nycom are not included.

Nycom will receive final payment including all retainage within 30 days after completion of their scope of work and all punchlist items as well as paperwork (warranties, operations manuals, etc.) as required. Nycom will issue progress invoices including 12% for engineering and pre-installation services at the time of submittals.

Nycom looks forward to providing a complete, on-time, well organized project. Please contact me if you have any questions or need any additional information.

Respectfully submitted,  
Nycom, Inc.

*Zach Rhodes*

Zach Rhodes  
Account Manager  
678-287-8918  
[zrhodes@nycominc.com](mailto:zrhodes@nycominc.com)

Client Approval _____ Date _____
Printed Name/Title _____

## Proposal: PBSC Dental Science

Lake Worth, FL  
Nycom Project #: 24-12-0380

Date: March 15, 2024

Attn: Palm Beach State College

Nycom is pleased to submit the following proposal. Pricing is based on the VASCUPP Cooperative Purchasing Agreement; Contract Number UVA 1906999; valid through 10/22/2027. We look forward to providing you with quality products and exceptional service. Thank you for the opportunity to partner with you on your upcoming project.

### The pricing below is based on:

- FF&E Listed Provided – Highlighted Items

### Scope of Work Included:

- Base Bid
  - Lab Equipment per provided Excel Sheet - Science

### Alternative Specifications:

## Nycom General Conditions

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### Includes:

- One year warranty
- Off-site storage of Kewaunee Scientific Products for up to 30 days
  - Available for a fee after 30 days
  - Material will be invoiced when it enters storage
- Installation
- Pricing includes delivery utilizing full size 53' trucks

### Excludes:

- Mechanical / Electrical / Plumbing rough-ins and connections
- Hoisting (loading dock and elevator/lift are to be provided by others)
  - Nycom may not carry materials up stairs
- Stamped Drawings
- Dumpster (provided on-site by others)
- Payment Performance Bond
- Liquidated Damages
- Assembly and Installation of Safety Showers
- Composite Clean Up
- Division 22 and 26 specifications
- Sales Tax

### CORPORATE OFFICE

14200 MICHAUX GLEN DRIVE  
MIDLOTHIAN, VA 23113  
TEL: 804.794.3044  
FAX: 804.794.3062

Celebrating 40 years of  
Laboratory & Interior Construction  
1983 - 2023  
[www.nycominc.com](http://www.nycominc.com)

FLORIDA OFFICE  
501 E. KENNEDY BLVD, STE 1400  
TAMPA, FL 33602  
9 83 016

## Base Bid

### Lab Equipment Listed on provided Excel Sheet

Includes:

- S-03: Cylinder Racks
  - Qty: (1) - Model # 35100
- S-06: Refrigerator, Lab, Glass Sliding Door Isotemp FBG Series
  - Qty: (2) - Model # FBG4505GA
- S-07: Mobile Cart
  - Qty: (6) - Model # FG452088BLA
- S-10: Stool, Student
  - Qty: (168) - Model # VMBSO-RT-RG-8501
- S-11: Table, Moveable 2' x 5'
  - Qty: (84) - Alpha Carts - Black Tops
    - F57-3760-0C and F80-2960-00
- S-17: FT-IR Spectroscopy
  - Qty: (1) - Model # L160000A
- S-18: Sterilizer, Large Capacity
  - Qty: (1) - Model # 3870M
- S-21: Centrifuge
  - Qty: (6) - Model # 214092
- S-22: Refrigerated Incubator
  - Qty: (2) - Model # PR505755R
- S-25: Tilting Autopsy Cart
  - Qty: (2) - Model # DC500

The 84 science lab tables included in the Base Bid Cost are for standard tables with no electric, gas, vacuum, sinks, etc. These 84 science lab tables are being customized for each lab. The final shop drawings will determine the final price. We are estimating a cost of \$300,000 for the customization of these 84 science lab tables. Add \$300,000 to the Base Bid Cost for Owner's Contingency to cover the estimated cost of the customization.

### Pricing

Material, Freight & Non-mechanical Installation

<b>Base Bid</b>		<b>\$378,780</b>
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This proposal is valid for 30 days and is based on shipment prior to December 2024. Shipments after this date may require additional escalation. Below is a tentative schedule:

3 – 5	weeks	Shop Drawings	<b>Total Spend with Customization of Lab Tables</b>	<b>\$678,780</b>
10 – 14	weeks	Manufacturing		
3 – 4	weeks	Installation		

Our proposal is based on temporary construction service, along with on-site dumpster to debris removal, being provided at no cost to Nycom, Inc. Our proposal includes a one-time distribution and setting of material leaving the premises broom clean and orderly. Hoisting and/or elevator service (including operator if required), temporary construction services, and on-site dumpster for debris removal, are required at no cost to Nycom. Nycom cannot manually transport any materials up or down stairways. Off-site storage and double handling of material due to changes in the schedule at no fault of Nycom are not included.

Nycom will receive final payment including all retainage within 30 days after completion of their scope of work and all punchlist items as well as paperwork (warranties, operations manuals, etc.) as required. Nycom will issue progress invoices including 12% for engineering and pre-installation services at the time of submittals.

Nycom looks forward to providing a complete, on-time, well organized project. Please contact me if you have any questions or need any additional information.

Respectfully submitted,  
Nycom, Inc.

*Zach Rhodes*

Zach Rhodes  
Account Manager  
678-287-8918  
[zrhodes@nycominc.com](mailto:zrhodes@nycominc.com)

Client Approval_____	Date_____
Printed Name/Title_____	



March 1, 2024

Mr. Octavio Fermin  
Nycom, Inc.  
14200 Michaux Glen Dr.  
Midlothian, VA 23113  
Phone: (919) 313-7016  
Email: [OFermin@nycominc.com](mailto:OFermin@nycominc.com)

**Subject: Purchase of Laboratory Casework, Fume Hoods, and Accessories Pursuant to Request for Proposal Bid No. FM032917 Awarded under the VASCUPP (Virginia Association of State College and University Purchasing Professionals) Contract**

Dear Mr. Fermin:

The rules and regulations of Palm Beach State College (hereinafter referred to as the "College") allow for the purchase of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies or cooperatives. The College would like to consider utilizing **Request for Proposal Bid No. FM032917 for Laboratory Casework, Fume Hoods, and Accessories** awarded by **VASCUPP (Virginia Association of State College and University Purchasing Professionals)** (hereinafter referred to as "the Contract"), effective through **October 22, 2027**, to acquire Laboratory Casework, Fume Hoods, and Accessories.

By signing below, **Nycom, Inc.** agrees that it will extend to the College the same pricing for all items or services awarded pursuant to the Contract, and further agrees that all transactions relating to the College's acquisition of said items or services shall be governed by the terms and conditions of the Contract.

If you have any questions, please contact me at 561-868-3464 or via email at [Rutherft@palmbeachstate.edu](mailto:Rutherft@palmbeachstate.edu)

Sincerely,

*Tranetta Rutherford*

Tranetta Rutherford  
Senior Buyer, Procurement Department

COMPANY NAME: Nycom Inc.	AUTHORIZED REPRESENTATIVE: Octavio Fermin
SIGNATURE: Octavio L. Fermin <small>Digitally signed by Octavio L. Fermin DN: C=US, E=ofermin@nycominc.com, O="Nycom, Inc.", CN=Octavio L. Fermin Date: 2024.03.04 13:05:26-05'00'</small>	DATE SIGNED: 03/04/2024

20200925PiggybackLetterKAFApproved



## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the District Board of Trustees of Palm Beach State College (hereinafter referred to as “College”), and Nycom, Inc., a Virginia Corporation, (hereinafter referred to as “Contractor”), authorized to do business in Florida, whose address is 14200 Michaux Glen Dr. Midlothian, VA 23113, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WHEREAS**, the College desires to purchase Laboratory Casework, Fume Hoods, and Accessories Services; and

**WHEREAS**, the College desires to procure these services from Contractor, utilizing existing contract prices provided to VASCUPP (Virginia Association of State College and University Purchasing Professionals), pursuant to its solicitation number FM032917, for Laboratory Casework, Fume Hoods, and Accessories Services; and

**WHEREAS**, in accordance with solicitation number FM032917, VASCUPP, entered into a ten (10) year agreement with Contractor for services effective October 23, 2017, through October 23, 2027; and

**WHEREAS**, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number FM032917, subject to the terms and conditions of this Agreement, the College’s Purchasing policies, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number FM032917 to the College, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the College Laboratory Casework, Fume Hoods, and Accessories for the College, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number FM032917 procured by VASCUPP.

3 This Agreement shall terminate on October 23, 2027, unless UVA 1906999 is renewed by VASCUPP, in which case the College will have sole discretion to renew the Agreement.

4 The College, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The College shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The College shall be the sole judge of “reasonable costs.”

5 The Contractor shall indemnify and hold harmless the College and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the College or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the College, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the College or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7 This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**8 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE’S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, DENISG@PALMBEACHSTATE.EDU, 4200 S. CONGRESS AVENUE, MS # 21, LAKE WORTH, FLORIDA 33461.**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the College to perform the service.
  - ii. Upon request from the College’s custodian of public records, provide the College 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 Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the College.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
  - v. If the Contractor does not comply with this section, the College shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of VASCUPP solicitation number FM032917.
- c. Contractor's response to solicitation number FM032917 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the College and the Contractor executed this Agreement as of the day and year first above written.

PALM BEACH STATE COLLEGE

By: \_\_\_\_\_

Print Name: Ava L. Parker, J.D

Title: President

CONTRACTOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(The remainder of this page intentionally left blank)

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Ratify Contract with Patterson Dental Utilizing E & I Cooperative Services Contract Number EI00077 f in the Amount of \$4,241,812 through Project Completion for the Loxahatchee Groves New Dental and Medical Building  
  
Presenters: Mr. Edgar Cintron, Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Background/Pertinent Facts:** The college is seeking approval from the District Board of Trustees (Board) for a contract with Patterson Dental valued at \$4,241,812 under the E&I Cooperative Services Contract Number EI00077. This contract pertains to Dental Supplies, Equipment, and Related Services for the Dental and Medical Services Technology Building at the Loxahatchee Groves Campus.

Patterson Dental currently holds a five-year agreement with E&I Cooperative Services for Dental Supplies, Equipment, and Related Services, effective from May 1, 2021, to April 30, 2026, with an option to renew for an additional five years, potentially extending the contract duration to ten years.

After reviewing product offerings from various vendors, college staff have determined Patterson Dental to be the best option.

The use of this contract aligns with the guidelines outlined in 6A-14.0734(2)(c) of the Florida Administrative Code, permitting purchases at established unit or contract prices through competitive solicitations by government units or buying cooperatives.

Pursuant to District Board of Trustees Policy 1.02, the contract was executed during the March District Board of Trustees meeting recess under the President's authority. As such, District Board of Trustees ratification of the contract award is requested.

**Financial Impact:** The financial impact of the contract amounts to \$4,241,812

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** The contract will remain effective until April 30, 2026, with the possibility of renewal for an additional five-year period.

**RECOMMEND:** Approval

**Attachments:**

PROPOSAL\_PATTERSON DENTAL EQUIPMENT\_2.14.2024\_\$3540269.44

PROPOSAL\_PATTERSON DENTAL\_MIDMARK CABINETS-2.14.2024\_\$572510.17

PBSC Patterson Dental Piggyback Agreement 03.28.24 - Partially Executed

---

**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the District Board of Trustees of Palm Beach State College (hereinafter referred to as “College”), and Patterson Dental, a New York Non Profit Corporation, (hereinafter referred to as “Contractor”), authorized to do business in Florida, whose address is 2 Jericho Plaza, Suite 309, Jericho, NY 11753, this 28 day of March, 2024.

**WHEREAS**, the College desires to purchase Dental Supplies, Equipment and Related Services; and

**WHEREAS**, the College desires to procure these services from Contractor, utilizing existing contract prices provided to the E&I Cooperative Services, pursuant to its solicitation number 683451 for Dental Supplies, Equipment and Related Services; and

**WHEREAS**, in accordance with solicitation number 683451, E&I Cooperative Services, entered into an agreement with Contractor for services effective May 1, 2021, through April 30, 2026, with the option to renew for an additional five (5) year period; and

**WHEREAS**, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number 683451 subject to the terms and conditions of this Agreement, the College’s Purchasing policies, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number 683451 to the College, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the Dental Supplies, Equipment and Related Services for the College, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number 683451 procured by the E&I Cooperative Services.

3 This Agreement shall terminate on April 30, 2026, unless Contract Number EI00077 is renewed by E&I Cooperative Services, in which case the College will have sole discretion to renew the Agreement.

4 The College, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the

Agreement. The College shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The College shall be the sole judge of “reasonable costs.”

5 The Contractor shall indemnify and hold harmless the College and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the College or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the College, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the College or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7 This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**8 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE’S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, DENISG@PALMBEACHSTATE.EDU, 4200 S. CONGRESS AVENUE, MS # 21, LAKE WORTH, FLORIDA 33461.**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the College to perform the service.
  - ii. Upon request from the College’s custodian of public records, provide the College 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 Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the College.

- iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- v. If the Contractor does not comply with this section, the College shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of E&I Cooperative Services solicitation number 683451.
- c. Contractor's response to solicitation number 683451 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the College and the Contractor executed this Agreement as of the day and year first above written.

PALM BEACH STATE COLLEGE

By: \_\_\_\_\_

Print Name: Ava L. Parker, J.D

Title: President

CONTRACTOR

By: David Luckenbaugh

Print Name: David Luckenbaugh

Title: National Sales Mgr - Equipment Strategic Accounts

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# **PATTERSON DENTAL PROPOSAL**

**PREPARED FOR**  
**PALM BEACH STATE COLLEGE**

**YOUR SPECIALIST:**  
**JAMES WEBER**  
[james.weber@pattersondental.com](mailto:james.weber@pattersondental.com)



# We're with you every step of the way.

Patterson provides trusted expertise and the most responsive support for all your product, technology, and service needs. We help you build a productive, modern practice and keep it running smoothly.

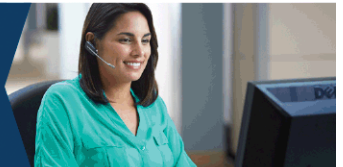
## **SERVICE EXCELLENCE**

*Responsive service and support to keep your practice running smoothly*



## **UNRIVALED EXPERTISE**

*Network of dedicated experts ready to support you*



## **DEDICATED PEOPLE**

*Customer-first philosophy; committed community partners*



## **EASY AND CONVENIENT**

*We make it easy to do business*



## **BUSINESS SOLUTIONS**

*Innovation made possible in every practice*



Product Proposal 40640564

Confidential

Customer Name:	PALM BEACH STATE COLLEGE DENTAL HYGIENE PROGRAM	Branch:	South Florida (D)
Customer Number:	200085431	Territory Rep:	Gregory Schloth
Address:	4200 Congress Ave MS #32 LAKE WORTH FL 33461-4705 US	Email:	GREGORY.SCHLOTH@PATTERSONDENTAL.COM
Phone:	(561) 868-3092	Phone:	(954) 730-0573
Fax:	(561) 868-3753	Your Specialist:	James Weber
		Email:	JAMES.WEBER@PATTERSONDENTAL.COM
		Date Proposed:	01/19/2024
		Quote Good Thru:	06/01/2024

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
ASSISTING							
101563179	ADEC	INSPIRE 591 TREATMENT CONSOLE SINGLE SINK	EA	10	\$27,595.00	\$17,108.90	\$171,089.00
101563179	ADEC	INSPIRE 591 TREATMENT CONSOLE DUAL SINKS	EA	2	\$35,555.00	\$22,044.10	\$44,088.20
101701248	ADEC	541 PRO 12 O'CLOCK DUO INSTM DUAL REAR DELIVERY	EA	12	\$30,141.00	\$18,687.42	\$224,249.04
101541527	ADEC	511 DEN CHAIR	EA	12	\$19,600.00	\$12,152.00	\$145,824.00
101538548	ADEC	521 DOCTORS STOOL	EA	12	\$1,780.00	\$1,103.60	\$13,243.20
101538549	ADEC	522 ASSISTANT'S STOOL	EA	12	\$1,965.00	\$1,218.30	\$14,619.60
101546712	ADEC	575L WALL MOUNT LED LIGHT	EA	12	\$6,690.00	\$4,147.80	\$49,773.60
						<b>Total Retail:</b>	\$1,069,172.00
						<b>Total Discount:</b>	(\$406,285.36)
						<b>Subtotal:</b>	\$662,886.64
HANDPIECE							
71337724	ADEC	EXPERTMATIC HPC E25 L STD E-STYLE LIT	EA	24	\$1,640.00	\$1,016.80	\$24,403.20
71338334	ADEC	EXPERTMATIC HPC E20 L 1:1 E-STYLE LIT	EA	24	\$1,615.00	\$1,001.30	\$24,031.20
71337773	ADEC	EXPERTMATIC HPC E10 C STR 1:1 E-STYL UNL	EA	12	\$945.00	\$585.90	\$7,030.80
71337823	ADEC	SMARTMATIC HPC S81 ENDO 8:1 E-STYLE UNLT	EA	4	\$970.00	\$601.40	\$2,405.60
71337674	ADEC	MULTIFLEX 460LED HPC COUPLER 6-PIN LED	EA	12	\$415.00	\$257.30	\$3,087.60
71337609	ADEC	EXPERTTORQUE E675 L HPC MINI HEAD LIT	EA	24	\$1,400.00	\$868.00	\$20,832.00
71337815	ADEC	INTRA HPC 181K AIR MOTOR 4-HOLE UNLIT	EA	12	\$930.00	\$576.60	\$6,919.20
71337807	ADEC	SMARTMATIC HPC S20 K RESTORATIVE 1:1 UNL	EA	12	\$720.00	\$446.40	\$5,356.80
71337690	ADEC	SMARTMATIC S10 K STRAIGHT 1:1 181K UNLIT	EA	12	\$590.00	\$365.80	\$4,389.60
71337831	ADEC	QUATTROCARE PLUS DIRECT ORDER ONLY	EA	2	\$4,024.99	\$2,432.51	\$4,865.02
71337799	ADEC	PROPHYWIZ HPC 181P 7.4:1 4-HOLE UNLIT	EA	24	\$844.99	\$595.29	\$14,286.96
						<b>Total Retail:</b>	\$187,129.74
						<b>Total Discount:</b>	(\$69,521.76)
						<b>Subtotal:</b>	\$117,607.98
HYGIENE							
101563180	ADEC	INSPIRE 592 CENTRAL CONSOLE	EA	12	\$37,455.00	\$23,222.10	\$278,665.20
101535702	ADEC	A-DEC 411 DENTAL CHAIR	EA	24	\$16,570.00	\$10,273.40	\$246,561.60

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
101573362	ADEC	PRODUCT-ETO-CORE PANTHER REAR ASSISTANT TAILORED SOLUTIONS	EA	24	\$6,813.00	\$4,224.06	\$101,377.44
101576792	ADEC	DELIVERY SYSTEM WORK SURFACE COMPONENTS	EA	24	\$0.01	\$0.01	\$0.24
101701242	ADEC	332 PRO TRAD RADIUS DEL SYS	EA	24	\$26,301.00	\$16,304.62	\$391,310.88
101546709	ADEC	572L RADIUS-STYLE LED LIGHT	EA	24	\$5,765.00	\$3,574.30	\$85,783.20
101563448	ADEC	584 CABINET MONITOR MOUNT FLOATING	EA	24	\$4,165.00	\$2,582.30	\$61,975.20
101538548	ADEC	521 DOCTORS STOOL	EA	24	\$1,780.00	\$1,103.60	\$26,486.40
101563187	ADEC	5744 OREGON CART	EA	52	\$3,290.00	\$2,039.80	\$106,069.60
						<b>Total Retail:</b>	\$2,093,996.24
						<b>Total Discount:</b>	(\$795,766.48)
						<b>Subtotal:</b>	\$1,298,229.76

LAB

31136927	HANDLR	31 MODEL TRIMMER W/SOLENOID VALVE	EA	6	\$1,048.23	\$1,016.29	\$6,097.74
73444015	PRCTCN	GLECO TRAP W/ GT64	EA	8	\$117.99	\$75.06	\$600.48
101701348	HANDLR	26A COMPLETE POLISHING SYSTEM	EA	3	\$1,595.00	\$1,469.08	\$4,407.24
71164763	HANDLR	ETCHER CATCHER SANDBLASTER W/ SUCTION	EA	1	\$537.86	\$495.39	\$495.39
71590777	BUFF	VIBRATOR #2	EA	14	\$307.49	\$190.45	\$2,666.30
71458397	BUFF	X35 MICRO MOTOR COMPL	EA	14	\$981.49	\$775.38	\$10,855.32
						<b>Total Retail:</b>	\$30,601.88
						<b>Total Discount:</b>	(\$5,479.41)
						<b>Subtotal:</b>	\$25,122.47

MECH

31054657	AIRTEQ	REMOTE CONTROL PANEL 3 SWITCH 24V	EA	2	\$565.00	\$333.35	\$666.70
50218263	AIRTEQ	VIBRATION PAD KIT, 4PK	EA	4	\$198.00	\$0.00	\$0.00
101604340	AIRTEQ	CLINICAL DISPLAY SCREEN	EA	1	\$3,000.00	\$3,206.47	\$3,206.47
101604339	AIRTEQ	CLINICAL SYSTEMS 8 PORT NETWORK SWITCH	EA	1	\$1,000.00	\$979.40	\$979.40
101647855	AIRTEQ	CLINICAL SYS GATEWAY UNIT F/VISUAL	EA	1	\$0.01	\$3,545.90	\$3,545.90
101648889	AIRTEQ	VACSTAR CLINICAL DRY VAC 6 PUMPS 90 USER	EA	1	\$0.01	\$102,500.16	\$102,500.16
101708082	AIRTEQ	AIR COMPRESSOR W/SOUND COVER	EA	1	\$152,986.66	\$106,294.40	\$106,294.40
101708097	AIRTEQ	CLINICAL AMALGAM SEPARATOR CA4 W/ WALL PL	EA	2	\$5,760.00	\$4,264.60	\$8,529.20
101708083	AIRTEQ	ONSITE INSTALLATION	EA	1	\$3,995.00	\$6,146.15	\$6,146.15
						<b>Total Retail:</b>	\$174,423.68
						<b>Total Discount:</b>	\$57,444.70
						<b>Subtotal:</b>	\$231,868.38

N20

70448050	PORTER	VANGUARD MANIFOLD	EA	1	\$7,111.00	\$3,911.05	\$3,911.05
101642916	PORTER	MXR-1 REAR FLEX INST KIT/AVS	EA	12	\$6,465.00	\$3,555.75	\$42,669.00
31045112	PORTER	MXR PKG (3400AV) w/ Compact MOB Stand	EA	2	\$5,124.00	\$2,818.20	\$5,636.40
31046542	PORTER	HOSE O2/N2O DISS/PORTER 5 FT	EA	2	\$302.00	\$166.10	\$332.20
31103649	PORTER	VAC Quick Connect	EA	2	\$159.00	\$87.45	\$174.90
31045815	PORTER	COMPACT TRIPLE OUTLET W/ BACK CONNECTION	EA	8	\$1,331.00	\$732.05	\$5,856.40
31047302	PORTER	CONCEAL ZONE VLV F/4222 MANIFOLD	EA	1	\$1,861.00	\$1,023.55	\$1,023.55

55300330	PORTER	O2/N2O TANK RESTRAINERS	EA	4	\$232.80	\$106.70	\$426.80	
							<b>Total Retail:</b>	\$109,301.20
							<b>Total Discount:</b>	(\$49,270.90)
							<b>Subtotal:</b>	\$60,030.30

SIM LAB

101701262	ADEC	41 PRO MOBILE SIMULATOR	EA	25	\$20,520.00	\$12,722.40	\$318,060.00	
101568658	ADEC	BENCH MOUNT LED LIGHT	EA	25	\$6,200.00	\$3,844.00	\$96,100.00	
101557596	ADEC	381 LIGHT POST MONITOR - FLOATING	EA	25	\$1,330.00	\$824.60	\$20,615.00	
101538548	ADEC	521 DOCTORS STOOL	EA	25	\$1,780.00	\$1,103.60	\$27,590.00	
101563179	ADEC	INSPIRE 591 TREATMENT CONSOLE	EA	1	\$18,206.00	\$11,287.72	\$11,287.72	
	INSTRUCTORS BENCH A							
101563179	ADEC	INSPIRE 591 TREATMENT CONSOLE	EA	3	\$30,132.00	\$18,681.84	\$56,045.52	
	DUAL LEFT END STUDENT BENCH B							
101563179	ADEC	INSPIRE 591 TREATMENT CONSOLE	EA	6	\$28,265.00	\$17,524.30	\$105,145.80	
	DUAL MIDDLE STUDENT BENCH C							
101563179	ADEC	INSPIRE 591 TREATMENT CONSOLE	EA	3	\$28,632.00	\$17,751.84	\$53,255.52	
	DUAL RIGHT END STUDENT BENCH D							
101563181	ADEC	INSPIRE 593 SIDE CONSOLE	EA	3	\$9,347.00	\$5,795.14	\$17,385.42	
	SINK RIGHT END							
101563181	ADEC	INSPIRE 593 SIDE CONSOLE	EA	2	\$9,347.00	\$5,795.14	\$11,590.28	
	SINK LEFT END							
101591398	ADEC	COMPONENT-ETO-CORE	EA	3	\$1,132.00	\$701.84	\$2,105.52	
							<b>Total Retail:</b>	\$1,159,969.00
							<b>Total Discount:</b>	(\$440,788.22)
							<b>Subtotal:</b>	\$719,180.78

STERI

71354539	MIDMRK	QUICKCLEAN ULTRASONIC CLEANER 115V	EA	4	\$4,859.99	\$3,069.66	\$12,278.64	
101584304	MIDMEQ	QUICKCLEAN ULTRASONIC CLEANER	EA	2	\$1,852.00	\$1,169.52	\$2,339.04	
101604632	TUTTEQ	3870EAP LGE CAPACITY AUTOCLAVE W/ PRINTER	EA	2	\$23,454.55	\$16,125.00	\$32,250.00	
101622578	MIDMEQ	MIDMARK M11 STEAM STERILIZER 115V	EA	7	\$10,780.00	\$6,907.56	\$48,352.92	
70457929	SCICAN	STATIM 2000 G4	EA	4	\$7,287.93	\$5,261.70	\$21,046.80	
101542994	SCICAN	VISTAPURE	EA	2	\$3,430.04	\$2,476.40	\$4,952.80	
50219659	SCICAN	HYDRIM CONNECTION F/VISTAPURE	EA	2	\$94.87	\$94.87	\$189.74	
101654855	SCICAN	DRAIN HUB 8 PORT w/DH8200 ACCESS KIT	EA	2	\$146.98	\$125.71	\$251.42	
31075820	SCICAN	HYDRIM L110W G4 INSTRUMENT WASHER	EA	2	\$12,871.93	\$9,267.79	\$18,535.58	
							<b>Total Retail:</b>	\$207,752.42
							<b>Total Discount:</b>	(\$67,555.48)
							<b>Subtotal:</b>	\$140,196.94

X-RAY

70444885	PLANME	PROX X-RAY W/75IN ARM REACH	EA	21	\$4,762.00	\$3,381.02	\$71,001.42	
							<b>Total Retail:</b>	\$100,002.00
							<b>Total Discount:</b>	(\$29,000.58)
							<b>Subtotal:</b>	\$71,001.42

XRAY ROOM

101563181	ADEC XRAY ROOM SINK LEFT	INSPIRE 593 SIDE CONSOLE	EA	4	\$10,460.00	\$6,485.20	\$25,940.80
101563181	ADEC XRAY ROOM SINK RIGHT	INSPIRE 593 SIDE CONSOLE	EA	3	\$10,460.00	\$6,485.20	\$19,455.60
101563182	ADEC XRAY ROOM UPPER DISPENSER	INSPIRE 595 WALL-MOUNTED CABINET	EA	7	\$2,165.00	\$1,342.30	\$9,396.10
101535702	ADEC	A-DEC 411 DENTAL CHAIR	EA	6	\$16,250.00	\$10,075.00	\$60,450.00

**Total Retail:** \$185,875.00

**Total Discount:** (\$70,632.50)

**Subtotal:** \$115,242.50

**Order Total Retail** \$5,318,223.16

**Order Total Discount** (\$1,876,855.99)

**Order Subtotal** \$3,441,367.17

**Freight** \$98,902.27

**State Tax** \$0.00

**Local Tax** \$0.00

**Purchase Price:** \$3,540,269.44

**Less Downpayment:** \$0.00

**Balance due on invoice:** \$3,540,269.44

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

### Schedules

- EQUIPMENT PAYMENT OPTIONS
- GENERAL TERMS AND CONDITIONS
- EQUIPMENT

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

**PALM BEACH STATE COLLEGE**  
 4200 CONGRESS AVENUE  
 LAKE WORTH , FL 33461-4705

**PATTERSON DENTAL SUPPLY, INC.**  
 1031 MENDOTA HEIGHTS ROAD  
 ST. PAUL , MN 55120

Signature \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EQUIPMENT PAYMENT OPTIONS

**DOWN PAYMENT**

A 20% down payment is requested at time of order for any equipment purchase over \$10,000.

\* Call our Patterson Financial Department at 866.784.8662 to process down payment electronically.

**PLEASE NOTE THAT EQUIPMENT PAYMENT IS DUE UPON INVOICE.**

**PAYMENT OPTIONS | Select One**

**PATTERSON FINANCING**

Provide the following documentation to your Patterson Representative to start the approval process:

- \* Doctor's driver's license
- \* Doctor's Social Security Number

**PAY BY CHECK**

- \* Call our Patterson Financial Department at 866.784.8662 to process payment electronically.
- \* Provide a check to your Patterson Representative to be processed.

**PAY BY EFT OR WIRE Bank Name:**

JP Morgan Chase | 270 Park Ave | New York, NY 10017-2014  
 Beneficiary Name: Patterson Dental Supply, Inc.  
 Beneficiary Address: 1031 Mendota Heights Road | St. Paul, MN 55120  
 Beneficiary Account #: 679513882  
 Routing # (Used for EFTs): 071000013  
 ABA# (Used for Wires): 021000021 | SWIFT CODE (Used for Wires): CHASUS33

Provide the below items to your financial institution to reference as part of the wire:

- \* Practice name as shown on Patterson invoice
- \* Bill-to account number found on Patterson invoice
- \* Amount of payment
- \* Patterson Invoice number(s)

**OUTSIDE FINANCING | Please provide the following information at least 30 days prior to installation.**

Institution: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

A Patterson representative will contact your financial institution to provide invoices and discuss payment instructions.

**EASY EQUIP (NET 90)**

This can be used on any individual invoice under \$10,000. There can be only one Easy Equip open on an account at a given time. To establish a payment plan please contact our Patterson Financial Department at 866.784.8662.



## GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **UCC Filings.** In the event Customer's payment method is anything other than payment in full prior to delivery, Customer hereby irrevocably appoints Patterson as its attorney-in-fact, with full authority in place of the Customer and in the name of the Customer or otherwise, to file a financing statement and any other documents necessary to perfect and attach Patterson's security interest and lien in and against the equipment described in the Order.
4. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).
5. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties and the effects of any pandemic or epidemic. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
6. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
7. **Identity of Customer.** If the veterinarian, dentist, or other individual who signed the Order (the "signer") operates his or her veterinary or dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
8. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
9. **Customer Obligations.**
  - (a) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.
  - (b) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.
  - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
  - (d) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.
  - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including outside and in-house attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
10. **Data Privacy.** Processing and fulfillment of this Order, including products and services, shipped by, managed, or supplied, in whole or in part, by a third party may require the sharing of your personal information, including but not limited to your name, business name, and contact information (collectively, "personal information") with one of our trusted third parties. Customer acknowledges that once this personal information is shared with the third party, it may be processed in accordance with the terms and conditions of the third party's privacy policy. Patterson will process your personal information in accordance with our Global Privacy Notice (available at <https://www.pattersoncompanies.com/privacy-policy>).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Minnesota. Customer expressly consents to the personal and subject matter jurisdiction of the courts of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

## EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer is responsible for removal and disposal of any cardboard boxes, packages or any other materials. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
  - (a) **Labor Warranty.** With respect to Equipment Patterson sells and installs, Patterson shall provide a labor warranty equal to the applicable Equipment manufacturers provided parts warranty up to a maximum of twelve (12) months. During this warranty period, Patterson will, without a labor charge, make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson.
  - (b) **THE FOREGOING CONSTITUTE THE SOLE OBLIGATIONS OF PATTERSON WITH RESPECT TO THE EQUIPMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED.** Customer, and not Patterson, is responsible for maintaining and upgrading software to protect computers from malicious intrusion such as viruses, spy-ware and ad-ware. Customer is also responsible for the cost of service related to repairing damage caused by and removing such intrusions. For service calls including software installation and troubleshooting or repair of equipment not covered by warranty, Customer is responsible for the cost of all parts and labor and will pay for labor at Patterson's standard rates.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE IN SECTION 4 OF THIS EQUIPMENT SCHEDULE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY THAT MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Data Back-up.** In all circumstances, Customer and not Patterson is responsible for ensuring that its data is accurately backed up for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of maintenance and support services to Customer, including losses arising from the installation of upgrades or error corrections provided by Patterson.



# **PATTERSON DENTAL PROPOSAL**

**PREPARED FOR**  
**PALM BEACH STATE COLLEGE**

**YOUR SPECIALIST:**  
**JAMES WEBER**  
[james.weber@pattersondental.com](mailto:james.weber@pattersondental.com)



# We're with you every step of the way.

Patterson provides trusted expertise and the most responsive support for all your product, technology, and service needs. We help you build a productive, modern practice and keep it running smoothly.

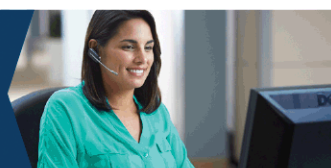
## **SERVICE EXCELLENCE**

*Responsive service and support to keep your practice running smoothly*



## **UNRIVALED EXPERTISE**

*Network of dedicated experts ready to support you*



## **DEDICATED PEOPLE**

*Customer-first philosophy; committed community partners*



## **EASY AND CONVENIENT**

*We make it easy to do business*



## **BUSINESS SOLUTIONS**

*Innovation made possible in every practice*



**Product Proposal 40671724**

**Confidential**

Customer Name: PALM BEACH STATE COLLEGE DENTAL HYGIENE PROGRAM	Branch: South Florida (D)
Customer Number: 200085431	Territory Rep: Gregory Schloth
Address: 4200 Congress Ave MS #32 LAKE WORTH FL 33461-4705 US	Email: GREGORY.SCHLOTH@PATTERSONDENTAL.COM
Phone: (561) 868-3092	Phone: (954) 730-0573
Fax: (561) 868-3753	Your Specialist: James Weber
	Email: JAMES.WEBER@PATTERSONDENTAL.COM
	Date Proposed: 02/26/2024
	Quote Good Thru: 05/20/2024

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
A-274-16							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$12,634.00	\$7,675.11	\$7,675.11
							<b>Total Retail:</b> \$12,634.00
							<b>Total Discount:</b> (\$4,958.89)
							<b>Subtotal:</b> \$7,675.11
A-702-1							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$32,795.00	\$19,922.91	\$19,922.91
							<b>Total Retail:</b> \$32,795.00
							<b>Total Discount:</b> (\$12,872.09)
							<b>Subtotal:</b> \$19,922.91
A-721-10							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$35,596.00	\$21,624.53	\$21,624.53
							<b>Total Retail:</b> \$35,596.00
							<b>Total Discount:</b> (\$13,971.47)
							<b>Subtotal:</b> \$21,624.53
A-721-2							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$47,123.00	\$28,627.14	\$28,627.14
							<b>Total Retail:</b> \$47,123.00
							<b>Total Discount:</b> (\$18,495.86)
							<b>Subtotal:</b> \$28,627.14
A-721-221							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$47,092.00	\$28,608.30	\$28,608.30
							<b>Total Retail:</b> \$47,092.00
							<b>Total Discount:</b> (\$18,483.70)
							<b>Subtotal:</b> \$28,608.30
A-721-3/7 SD 1							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$17,894.00	\$10,870.60	\$10,870.60
							<b>Total Retail:</b> \$17,894.00
							<b>Total Discount:</b> (\$7,023.40)
							<b>Subtotal:</b> \$10,870.60
A-721-3/7 SD 2							
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$8,866.00	\$5,386.09	\$5,386.09
							<b>Total Retail:</b> \$8,866.00
							<b>Total Discount:</b> (\$3,479.91)

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
<b>Subtotal:</b>							\$5,386.09
A-721-6							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	2	\$16,605.00	\$10,087.52	\$20,175.04
<b>Total Retail:</b>							\$33,210.00
<b>Total Discount:</b>							(\$13,034.96)
<b>Subtotal:</b>							\$20,175.04
A-721-8							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$32,902.00	\$19,987.93	\$19,987.93
<b>Total Retail:</b>							\$32,902.00
<b>Total Discount:</b>							(\$12,914.07)
<b>Subtotal:</b>							\$19,987.93
A-721-9							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$28,145.00	\$17,098.08	\$17,098.08
<b>Total Retail:</b>							\$28,145.00
<b>Total Discount:</b>							(\$11,046.92)
<b>Subtotal:</b>							\$17,098.08
A-722-3/4/5 SIDE K							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$16,574.00	\$10,068.69	\$10,068.69
<b>Total Retail:</b>							\$16,574.00
<b>Total Discount:</b>							(\$6,505.31)
<b>Subtotal:</b>							\$10,068.69
A-722-3/4/5 SIDE L							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$30,034.00	\$18,245.61	\$18,245.61
<b>Total Retail:</b>							\$30,034.00
<b>Total Discount:</b>							(\$11,788.39)
<b>Subtotal:</b>							\$18,245.61
A-722-3/4/5 SIDE M							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$13,055.00	\$7,930.91	\$7,930.91
<b>Total Retail:</b>							\$13,055.00
<b>Total Discount:</b>							(\$5,124.09)
<b>Subtotal:</b>							\$7,930.91
A-724-11							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$24,888.00	\$15,119.43	\$15,119.43
<b>Total Retail:</b>							\$24,888.00
<b>Total Discount:</b>							(\$9,768.57)
<b>Subtotal:</b>							\$15,119.43
A-724-13							
101561501	MIDMEQ	MIDMARK CUSTOM CABINTRY	EA	1	\$29,398.00	\$17,859.25	\$17,859.25
<b>Total Retail:</b>							\$29,398.00
<b>Total Discount:</b>							(\$11,538.75)
<b>Subtotal:</b>							\$17,859.25
A-724-17							

101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$21,135.00	\$12,839.48	\$12,839.48	
							Total Retail:	\$21,135.00
							Total Discount:	(\$8,295.52)
							Subtotal:	\$12,839.48
A-724-19								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$14,982.00	\$9,101.58	\$9,101.58	
							Total Retail:	\$14,982.00
							Total Discount:	(\$5,880.42)
							Subtotal:	\$9,101.58
A-724-9								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$34,803.00	\$21,142.80	\$21,142.80	
							Total Retail:	\$34,803.00
							Total Discount:	(\$13,660.20)
							Subtotal:	\$21,142.80
A-725-2								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$87,503.00	\$53,158.01	\$53,158.01	
							Total Retail:	\$87,503.00
							Total Discount:	(\$34,344.99)
							Subtotal:	\$53,158.01
A-725-4								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$43,460.00	\$26,401.98	\$26,401.98	
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$7,548.00	\$5,643.57	\$5,643.57	
							Total Retail:	\$51,008.00
							Total Discount:	(\$18,962.45)
							Subtotal:	\$32,045.55
A-725-5								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$38,168.00	\$23,187.01	\$23,187.01	
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$25,662.00	\$16,853.68	\$16,853.68	
							Total Retail:	\$63,830.00
							Total Discount:	(\$23,789.31)
							Subtotal:	\$40,040.69
A-725-8								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$36,297.00	\$21,700.45	\$21,700.45	
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$32,728.00	\$19,882.25	\$19,882.25	
							Total Retail:	\$69,025.00
							Total Discount:	(\$27,442.30)
							Subtotal:	\$41,582.70
A-727-2								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$39,148.00	\$23,782.39	\$23,782.39	
							Total Retail:	\$39,148.00
							Total Discount:	(\$15,365.61)
							Subtotal:	\$23,782.39
A-727-3								
101561501	MIDMEQ	MIDMARK CUSTOM CABINETRY	EA	1	\$45,329.00	\$27,537.31	\$27,537.31	

**Total Retail:** \$45,329.00  
**Total Discount:** (\$17,791.69)  
**Subtotal:** \$27,537.31

A-727-4

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$17,237.00	\$10,471.48	\$10,471.48
							<b>Total Retail:</b> \$17,237.00
							<b>Total Discount:</b> (\$6,765.52)
							<b>Subtotal:</b> \$10,471.48

A-727-6

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$38,392.00	\$23,323.10	\$23,323.10
							<b>Total Retail:</b> \$38,392.00
							<b>Total Discount:</b> (\$15,068.90)
							<b>Subtotal:</b> \$23,323.10

A-727-7

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$50,245.00	\$30,523.81	\$30,523.81
							<b>Total Retail:</b> \$50,245.00
							<b>Total Discount:</b> (\$19,721.19)
							<b>Subtotal:</b> \$30,523.81

A-727-9

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$42,439.00	\$25,781.64	\$25,781.64
							<b>Total Retail:</b> \$42,439.00
							<b>Total Discount:</b> (\$16,657.36)
							<b>Subtotal:</b> \$25,781.64

RM 214 SIDE KK

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$15,962.00	\$9,696.90	\$9,696.90
							<b>Total Retail:</b> \$15,962.00
							<b>Total Discount:</b> (\$6,265.10)
							<b>Subtotal:</b> \$9,696.90

RM 214 SIDE LL

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$23,319.00	\$14,166.24	\$14,166.24
							<b>Total Retail:</b> \$23,319.00
							<b>Total Discount:</b> (\$9,152.76)
							<b>Subtotal:</b> \$14,166.24

RM 214 SIDE MM

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$30,888.00	\$18,460.00	\$18,460.00
							<b>Total Retail:</b> \$30,888.00
							<b>Total Discount:</b> (\$12,428.00)
							<b>Subtotal:</b> \$18,460.00

RM 216.1

101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$24,025.00	\$14,595.18	\$14,595.18
							<b>Total Retail:</b> \$24,025.00
							<b>Total Discount:</b> (\$9,429.82)
							<b>Subtotal:</b> \$14,595.18

RM 226



101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$24,297.00	\$14,760.41	\$14,760.41	
101561501	MIDMEQ	MIDMARK CUSTOM CABINetry	EA	1	\$36,512.00	\$22,180.96	\$22,180.96	
							<b>Total Retail:</b>	\$60,809.00
							<b>Total Discount:</b>	(\$23,867.63)
							<b>Subtotal:</b>	\$36,941.37
							<b>Order Total Retail</b>	\$1,140,285.00
							<b>Order Total Discount</b>	(\$445,895.15)
							<b>Order Subtotal</b>	\$694,389.85
							<b>Freight</b>	\$7,152.21
							<b>State Tax</b>	\$0.00
							<b>Local Tax</b>	\$0.00
							<b>Purchase Price:</b>	\$701,542.06
							<b>Less Downpayment:</b>	\$0.00
							<b>Balance due on invoice:</b>	\$701,542.06

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

**Schedules**

- EQUIPMENT PAYMENT OPTIONS
- GENERAL TERMS AND CONDITIONS
- EQUIPMENT

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

**PALM BEACH STATE COLLEGE**  
4200 CONGRESS AVENUE  
LAKE WORTH , FL 33461-4705

**PATTERSON DENTAL SUPPLY, INC.**  
1031 MENDOTA HEIGHTS ROAD  
ST. PAUL , MN 55120

Signature \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EQUIPMENT PAYMENT OPTIONS

### DOWN PAYMENT

A 20% down payment is requested at time of order for any equipment purchase over \$10,000.

\* Call our Patterson Financial Department at 866.784.8662 to process down payment electronically.

**PLEASE NOTE THAT EQUIPMENT PAYMENT IS DUE UPON INVOICE.**

### PAYMENT OPTIONS | Select One

**PATTERSON FINANCING**

Provide the following documentation to your Patterson Representative to start the approval process:

- \* Doctor's driver's license
- \* Doctor's Social Security Number

**PAY BY CHECK**

- \* Call our Patterson Financial Department at 866.784.8662 to process payment electronically.
- \* Provide a check to your Patterson Representative to be processed.

**PAY BY EFT OR WIRE Bank Name:**

JP Morgan Chase | 270 Park Ave | New York, NY 10017-2014  
Beneficiary Name: Patterson Dental Supply, Inc.  
Beneficiary Address: 1031 Mendota Heights Road | St. Paul, MN 55120  
Beneficiary Account #: 679513882  
Routing # (Used for EFTs): 071000013  
ABA# (Used for Wires): 021000021 | SWIFT CODE (Used for Wires): CHASUS33

Provide the below items to your financial institution to reference as part of the wire:

- \* Practice name as shown on Patterson invoice
- \* Bill-to account number found on Patterson invoice
- \* Amount of payment
- \* Patterson Invoice number(s)

**OUTSIDE FINANCING** | Please provide the following information at least 30 days prior to installation.

Institution: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

A Patterson representative will contact your financial institution to provide invoices and discuss payment instructions.

**EASY EQUIP (NET 90)**

This can be used on any individual invoice under \$10,000. There can be only one Easy Equip open on an account at a given time. To establish a payment plan please contact our Patterson Financial Department at 866.784.8662.

## GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **UCC Filings.** In the event Customer's payment method is anything other than payment in full prior to delivery, Customer hereby irrevocably appoints Patterson as its attorney-in-fact, with full authority in place of the Customer and in the name of the Customer or otherwise, to file a financing statement and any other documents necessary to perfect and attach Patterson's security interest and lien in and against the equipment described in the Order.
4. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).
5. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties and the effects of any pandemic or epidemic. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
6. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
7. **Identity of Customer.** If the veterinarian, dentist, or other individual who signed the Order (the "signer") operates his or her veterinary or dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
8. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
9. **Customer Obligations.**
  - (a) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.
  - (b) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.
  - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
  - (d) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.
  - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including outside and in-house attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
10. **Data Privacy.** Processing and fulfillment of this Order, including products and services, shipped by, managed, or supplied, in whole or in part, by a third party may require the sharing of your personal information, including but not limited to your name, business name, and contact information (collectively, "personal information") with one of our trusted third parties. Customer acknowledges that once this personal information is shared with the third party, it may be processed in accordance with the terms and conditions of the third party's privacy policy. Patterson will process your personal information in accordance with our Global Privacy Notice (available at <https://www.pattersoncompanies.com/privacy-policy>).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Minnesota. Customer expressly consents to the personal and subject matter jurisdiction of the courts of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

## EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer is responsible for removal and disposal of any cardboard boxes, packages or any other materials. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
  - (a) **Labor Warranty.** With respect to Equipment Patterson sells and installs, Patterson shall provide a labor warranty equal to the applicable Equipment manufacturers provided parts warranty up to a maximum of twelve (12) months. During this warranty period, Patterson will, without a labor charge, make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson.
  - (b) **THE FOREGOING CONSTITUTE THE SOLE OBLIGATIONS OF PATTERSON WITH RESPECT TO THE EQUIPMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED.** Customer, and not Patterson, is responsible for maintaining and upgrading software to protect computers from malicious intrusion such as viruses, spy-ware and ad-ware. Customer is also responsible for the cost of service related to repairing damage caused by and removing such intrusions. For service calls including software installation and troubleshooting or repair of equipment not covered by warranty, Customer is responsible for the cost of all parts and labor and will pay for labor at Patterson's standard rates.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE IN SECTION 4 OF THIS EQUIPMENT SCHEDULE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY THAT MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Data Back-up.** In all circumstances, Customer and not Patterson is responsible for ensuring that its data is accurately backed up for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of maintenance and support services to Customer, including losses arising from the installation of upgrades or error corrections provided by Patterson.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Ratify Increase of \$1,127,776 to Convergent Technologies LLC Agreement Using the Sourcewell Cooperative Contract #030421 for Facility Security Systems, Equipment, and Software with Related Services and Authorize for Access Control at the Loxahatchee Groves New Dental and Medical Building  
  
Presenters: Mr. Edgar Cintron, Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Background/Pertinent Facts:** The Facilities Department is requesting the District Board of Trustees approve a contract increase with Convergent Technologies LLC via Sourcewell Cooperative Contract #030421 for Facility Security Systems, Equipment, and Software with Related Services. The original authorization for \$3,000,000 was approved by the District Board of Trustees at its meeting of April 18, 2023, MT5299.

The current request seeks approval for an increase of \$1,127,776 through 2026, bringing the total contract value to \$4,127,776. This increase is necessary to install access control and video surveillance cameras for the Loxahatchee Groves Dental Medical Services Technology Building.

The College is in the process of standardizing its security and access control equipment to Avigilon, a Motorola Solutions Company. This equipment provides end-to-end video security and electronic access control, using Avigilon Control Center (ACC) video management software that is unified with Access Control Manager (ACM). Convergent is a certified Avigilon Integrator, and this contract will allow the College to continue to standardize this critical equipment for the complete range of Avigilon solutions.

This purchase is requested in compliance with 6A-14.0734(2)(c) Florida Administrative Code, purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperatives.

Pursuant to District Board of Trustees Policy 1.02, the contract was executed during the March District Board of Trustees meeting recess under the President's authority. As such, District Board of Trustees ratification of the contract award is requested.

**Financial Impact:** The approval will increase the existing contract value of \$3,000,000

by an additional \$1,106,243 through April 22, 2026, resulting in a total amount of \$4,106,243.

**Strategic Goal(s) Addressed:** EXPAND: Ensure growth by attracting and retaining students through effective alignment of programs, services, and resources for a changing marketplace.

**Duration of Contract:** The Sourcewell contract remains effective through April 22, 2025, with an option for a one-year renewal extending through April 22, 2026.

**RECOMMEND:** Approval

**Attachments:**

PROPOSAL\_Convergint Video Surveillance revised\_11\_27\_23\_ (Larger Servers Add. Cameras)\$525398.90

PROPOSAL\_Convergint Access Control revised\_11\_16\_23\_ (Total of 159 Doors) \$580843.35

Convergint Piggyback\_Authorization\_Letter\_Executed

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



# PALM BEACH STATE COLLEGE

PROCUREMENT DEPARTMENT

4200 Congress Avenue  
Lake Worth, FL 33461

561.868-3459 Office  
561-868-3460 Fax

April 6, 2023

Danelo Fernandez, Account Executive  
Convergent Technologies, LLC  
3102 Commerce Parkway  
Miramar, FL 33025  
Telephone: 561-843-4489  
Email: Danelo.fernandez@convergent.com

Subject: Sourcwell contract No. 030421-CTL for Facility Security Systems, Equipment, and Software with Related Services

Dear Mr. Fernandez,

The rules and regulations of Palm Beach State College (hereinafter referred to as the "College") allow for the purchase of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies or cooperatives. The College would like to utilize contract No. 030421-CTL for Facility Security Systems, Equipment, and Software with Related Services cooperative contract awarded by Sourcwell (hereinafter referred to as "the Contract"), effective through 4/22/2025 (4/22/2026 final) to acquire these items and related services for the college campuses.

By signing below, Convergent Technologies, LLC agrees that it will extend to the College the same pricing for all items or services awarded pursuant to the Contract, and further agrees that all transactions relating to the College's acquisition of said items or services shall be governed by the terms and conditions of the Contract and the College's Purchase Order. Additionally, Convergent agrees to accept Purchase Orders issued by the college to authorize work under this Contract.

Kindly include a current certificate of insurance with your reply.

If you have any questions, please contact me at 561-868-4221 or alvarezj@palmbeachstate.edu.

Sincerely,

Jennifer Alvarez, M.P.A., CPPO  
Procurement Director

COMPANY NAME: Convergent Technologies, LLC	AUTHORIZED REPRESENTATIVE: Eric Balaban, General Manager
SIGNATURE: Eric Balaban <small>Digitally signed by Eric Balaban DN: cn=US, e=eric.balaban@convergent.com, ou=Convergent Technologies LLC, cn=Eric Balaban Date: 2023.04.06 16:13:13-0400</small>	DATE SIGNED: April 6, 2023

20200925PiggybackLetterKAFApproved





April 1, 2024

Palm Beach State College Loxahatchee Campus 15845 Southern Blvd Loxahatchee Groves, Florida 33470	Quotation: DF04606349P RFP#: EC13008283 License/Cert Sourcewell #030421-CTL
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Reference: Dental & Medical Svcs Tech Bldg Access Control

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.

## Scope of Work

- This proposal is to provide an Avigilon access control system for one hundred and fifty-nine (159) doors at the new Dental and Medical Services Building at Palm Beach State College's Loxahatchee campus. This proposal is for all exterior and interior doors identified to be receiving access control on all four floors of the building per PBSC drawings and specs. Each floor will receive card readers on the following number of doors.
  - First Floor (51) Card Readers
  - Second Floor (26) Card Readers
  - Third Floor (50) Card Readers
  - Fourth Floor (32) Card Readers
- Convergent will provide and install the required Avigilon controllers, two-reader boards, enclosures/power supplies for access control boards within enclosures, QEL conversion kits where necessary, electric strikes, request to exit devices, door contacts, and card readers.
- Training: Convergent will provide basic end user operator training on the Avigilon access control system. This training will take place at project completion and coordinated with PBSC to take place while we are onsite with PBSC designated personnel.
- Atrium: Per PBSC, this proposal is written based on the understanding that all data will go into the Atrium database first and then the access control data will flow from Atrium into the Avigilon ACM system. If the intended workflow is different than what is described here, a change order will need to be provided to cover any additional costs incurred.
- Permitting costs are not included as part of this proposal as PBSC has their own building department and Convergent will work with PBSC's building department and provide drawings for our portion of the work.
- Provided and installed by others: Composite cable, CAT5 and CAT6 cable, fiber, patch cables, patch panels, media converters, conduit, raceways, door hardware, electrified panic hardware, panic hardware, electronic power transfer hinges, power supplies for electrified door hardware, network equipment, switches, network racks, uninterruptible power supplies, and 110v/120v power to electrified door hardware and in communications closets for access control enclosures to be provided and installed by others.
- ADA doors and doors with automatic door operators motor tie in connection to card reader to be provided by others. ADA push plates and signage to be provided by others. Any pedestals required to be provided by others.

### Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Sourcewell Contract #030421-CTL				
2	Access Control Equipment First Floor				
3	2.00	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$ 1,396.33	\$ 2,792.66
4	25.00	AC-MER-CON-MR52-S3B	Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	\$ 792.81	\$ 19,820.25
5	5.00	AC-LSP-16DR-MER-LCK	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CONMR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws. System includes one 150 watt 12V/12A pre-wired to sixteen Class 2; Power Limited (CL2PL) outputs (two D8P Boards) delivering regulated independent power connection to each Mercury board and one 250 watt 24V/10A power supply-battery chargers pre-wired to sixteen fused output (two C8 Boards) for independent relay lock power. Both power supplies features dual outputs (12 & 24volts DC); form C fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Cabinet size: 20 x 24 x 6.5 with door lock and two (2) keys. Weight 26 lb.(LifeSafety Power Part Number: FPO150/250-2C82D8PE4M1)	\$ 1,364.62	\$ 6,823.10
6	51.00	AC-SCH-READER-MTB15	Mobile Enabled Multi-Technology Reader Wall Mount - Dimensions: 5.1 x 3.25 x 0.76. Power required: 5-24 VDC - RS-485 capability included in standard product offering	\$ 322.55	\$ 16,450.05
7	51.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 84.88	\$ 4,328.88
8	15.00	712BNP	12V 7AH SLA BATTERY	\$ 44.14	\$ 662.10
9	31.00	4500C-630	4500C ELECTRIC STRIKE KIT 12VAC/DC 24VAC/DC SELECTABLE	\$ 480.02	\$ 14,880.62
10	Access Control Equipment Second Floor				
11	2.00	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$ 1,396.33	\$ 2,792.66

Line	Qty	Part	Description	Unit Price	Extended Price
12	12.00	AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	\$ 792.81	\$ 9,513.72
13	2.00	AC-LSP-16DR-MER-LCK	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CONMR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws. System includes one 150 watt 12V/12A pre-wired to sixteen Class 2; Power Limited (CL2PL) outputs (two D8P Boards) delivering regulated independent power connection to each Mercury board and one 250 watt 24V/10A power supply-battery chargers pre-wired to sixteen fused output (two C8 Boards) for independent relay lock power. Both power supplies features dual outputs (12 & 24volts DC); form C fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Cabinet size: 20 x 24 x 6.5 with door lock and two (2) keys. Weight 26 lb.(LifeSafety Power Part Number: FPO150/250-2C82D8PE4M1)	\$ 1,364.62	\$ 2,729.24
14	27.00	AC-SCH-READER-MTB15	Mobile Enabled Multi-Technology Reader Wall Mount - Dimensions: 5.1 x 3.25 x 0.76. Power required: 5-24 VDC - RS-485 capability included in standard product offering	\$ 322.55	\$ 8,708.85
15	27.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 84.88	\$ 2,291.76
16	27.00	4500C-630	4500C ELECTRIC STRIKE KIT 12VAC/DC 24VAC/DC SELECTABLE	\$ 480.02	\$ 12,960.54
17	6.00	712BNP	12V 7AH SLA BATTERY	\$ 44.14	\$ 264.84
18	Access Control Equipment Third Floor				
19	2.00	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$ 1,396.33	\$ 2,792.66
20	24.00	AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	\$ 792.81	\$ 19,027.44

Line	Qty	Part	Description	Unit Price	Extended Price
21	4.00	AC-LSP-16DR-MER-LCK	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CONMR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws. System includes one 150 watt 12V/12A pre-wired to sixteen Class 2; Power Limited (CL2PL) outputs (two D8P Boards) delivering regulated independent power connection to each Mercury board and one 250 watt 24V/10A power supply-battery chargers pre-wired to sixteen fused output (two C8 Boards) for independent relay lock power. Both power supplies features dual outputs (12 & 24volts DC); form C fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Cabinet size: 20 x 24 x 6.5 with door lock and two (2) keys. Weight 26 lb.(LifeSafety Power Part Number: FPO150/250-2C82D8PE4M1)	\$ 1,364.62	\$ 5,458.48
22	51.00	AC-SCH-READER-MTB15	Mobile Enabled Multi-Technology Reader Wall Mount - Dimensions: 5.1 x 3.25 x 0.76. Power required: 5-24 VDC - RS-485 capability included in standard product offering	\$ 322.55	\$ 16,450.05
23	51.00	4500C-630	4500C ELECTRIC STRIKE KIT 12VAC/DC 24VAC/DC SELECTABLE	\$ 480.02	\$ 24,481.02
24	51.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 84.88	\$ 4,328.88
25	12.00	712BNP	12V 7AH SLA BATTERY	\$ 44.14	\$ 529.68
26	Access Control Equipment Fourth Floor				
27	2.00	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$ 1,396.33	\$ 2,792.66
28	14.00	AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	\$ 792.81	\$ 11,099.34

Line	Qty	Part	Description	Unit Price	Extended Price
29	3.00	AC-LSP-16DR-MER-LCK	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CONMR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws. System includes one 150 watt 12V/12A pre-wired to sixteen Class 2; Power Limited (CL2PL) outputs (two D8P Boards) delivering regulated independent power connection to each Mercury board and one 250 watt 24V/10A power supply-battery chargers pre-wired to sixteen fused output (two C8 Boards) for independent relay lock power. Both power supplies features dual outputs (12 & 24volts DC); form C fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Cabinet size: 20 x 24 x 6.5 with door lock and two (2) keys. Weight 26 lb.(LifeSafety Power Part Number: FPO150/250-2C82D8PE4M1)	\$ 1,364.62	\$ 4,093.86
30	32.00	AC-SCH-READER-MTB15	Mobile Enabled Multi-Technology Reader Wall Mount - Dimensions: 5.1 x 3.25 x 0.76. Power required: 5-24 VDC - RS-485 capability included in standard product offering	\$ 322.55	\$ 10,321.60
31	32.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 84.88	\$ 2,716.16
32	32.00	4500C-630	4500C ELECTRIC STRIKE KIT 12VAC/DC 24VAC/DC SELECTABLE	\$ 480.02	\$ 15,360.64
33	9.00	712BNP	12V 7AH SLA BATTERY	\$ 44.14	\$ 397.26
34	Open Market/Off Contract				
35	148.00	180-12-W	180-12 WHT CLOSEDLOOP, 3/4 DIA, RECESSED	\$ 6.38	\$ 944.24
36	20.00	LR100VD K	MOTOR LATCH RETRACTION KIT FITS VD 33/35,98/99, XP SER	\$ 604.07	\$ 12,081.40
37	20.00	LRVD1R	REX OPTION FOR 99/98 SERIES	\$ 113.53	\$ 2,270.60
38	20.00	EPT10 SP28	ELECTRIC POWER TRANSFER 689 10 - 24GA	\$ 584.17	\$ 11,683.40
39	20.00	PS902-2RS	PWR SUPPLY 2A - 12/24VDC SELEC 2 RELAY OUTPUT	\$ 520.83	\$ 10,416.60
40	Labor quoted IAW Sourcewell Contract #030421-CTL				

<b>Equipment Total</b>	\$	267,032.04
<b>Labor Total</b>	\$	329,345.70
<b>Total Project Price</b>	\$	596,377.74

Labor total includes installation, programming, engineering/design, submittals, project management, basic operational training, freight, one-year parts and labor warranty, testing and commissioning.

## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be provided and installed by others.
3. Provision or installation of conduit, wire, boxes, fittings, or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials. To be provided and installed by others.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Palm Beach State College agrees to provide a location to store all materials/equipment upon arrival prior to installation. Convergent will invoice for all materials/equipment upon delivery to Palm Beach State College. Customer agrees to progress billing throughout installation phases of the project.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
11. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.
12. This proposal pricing shall remain valid for sixty (60) business days from the date of the proposal.

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**Total Project Investment:**

**\$ 596,377.74**

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below, and return to my attention.

Sincerely,

**Danelo Fernandez**

Convergent  
Danelo Fernandez

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

\_\_\_\_\_  
Customer Name (Printed)

April 1, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed.

**SECTION 1. THE WORK**

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

**SECTION 2. PRICING**

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

**SECTION 3. INVOICE REMITTANCE AND PAYMENT**

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

**SECTION 4. WARRANTY**

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

- a. Work performed under this Agreement will be of good quality;
- b. Equipment will be new unless otherwise required or permitted by this Agreement;
- c. Work will be free from defects not inherent in the quality required or permitted; and
- d. Work will conform to the requirements of this Agreement.

The Customer's sole and exclusive remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergent shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergent, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergent service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergent service personnel); or normal wear and tear under normal usage. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**SECTION 5. CHANGES**

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional Work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

**SECTION 6. FORCE MAJEURE**

Neither Customer nor Convergent shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

**SECTION 7. INSURANCE**

Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$5,000,000 per occurrence/aggregate

Convergent's insurance is limited to the coverages listed above and Convergent will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

**SECTION 9. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHER THEORY AND (B) IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT.

**SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS**

Convergent will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

**SECTION 11. PERSONAL DATA**

This Agreement does not authorize Convergent to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergent are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergent with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergent harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

**SECTION 12. PRICE ADJUSTMENT**

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Convergent's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

**SECTION 13. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

**SECTION 14. MISCELLANEOUS**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

April 1, 2024

Palm Beach State College  
Loxahatchee Campus  
15845 Southern Blvd Loxahatchee Groves, Florida 33470

Quotation: DF04606336P  
RFP#:   
License/Cert EC13008283  
Sourcewell  
#030421-CTL

Reference: Dental & Medical Svc Tech Bldg Video  
Surveillance

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.

## Scope of Work

- This proposal is to provide an Avigilon video surveillance system for seventy-six (76) cameras at the new Dental and Medical Services Building at Palm Beach State College's Loxahatchee campus. This proposal is for all exterior and interior locations identified to be receiving security cameras on all four floors of the building per PBSC drawings and specs. Each floor will receive the following number of cameras.
  - First Floor (32) Cameras
  - Second Floor (16) Cameras
  - Third Floor (16) Cameras
  - Fourth Floor (12) Cameras
- Convergent will provide and install two Avigilon AI capable video surveillance servers, as well as the cameras, mounting hardware, ACC7 Avigilon licensing software, POE++ injectors for the multi-sensor cameras, and infrared illuminator rings for the multi-sensor cameras.
- Training: Convergent will provide basic end user operator training on the Avigilon access control system. This training will take place at project completion and coordinated with PBSC to take place while we are onsite with PBSC designated personnel.
- Permitting costs are not included as part of this proposal as PBSC has their own building department and Convergent will work with PBSC's building department and provide drawings for our portion of the work.
- Provided and installed by others: CAT5/CAT6 cable, fiber, patch cables, patch panels, media converters, conduit, raceways, boxes, j-hooks, network equipment, switches, network racks, uninterruptible power supplies, 110v-120v provided and installed by others.

## Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			Sourcewell Contract #030421-CTL		
2			Cameras & Mounting Hardware First Floor		
3	14.00	24C-H4A-3MH-270	3x 8 MP; WDR; LightCatcher; 4mm; Camera Only	\$ 2,230.27	\$ 31,223.78
4	12.00	6.0C-H5A-DO1-IR	6.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics	\$ 1,365.03	\$ 16,380.36
5	2.00	12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	\$ 1,197.39	\$ 2,394.78
6	2.00	10.0C-H5DH-DO1-IR	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$ 1,612.86	\$ 3,225.72
7	32.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 284.86	\$ 9,115.52
8	32.00	ACC7-ENT-FO	ACC 7 ENT failover channel	\$ 44.20	\$ 1,414.40
9	17.00	H4AMH-AD-PEND1	Outdoor pendant mount adapter; must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	\$ 169.92	\$ 2,888.64
10	17.00	H4AMH-DO-COVR1	Outdoor Dome Cover for H4 Multisensor	\$ 169.92	\$ 2,888.64
11	1.00	IRPTZ-MNT-NPTA1	Pedant NPT adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$ 58.41	\$ 58.41
12	17.00	IRPTZ-MNT-WALL1	Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$ 100.90	\$ 1,715.30
13	17.00	H4-MT-CRNR1	Corner mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	\$ 95.58	\$ 1,624.86
14	8.00	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	\$ 79.34	\$ 634.72
15	8.00	H4A-MT-NPTA1	NPT adapter for use with H5A/H4A pendant dome cameras	\$ 63.72	\$ 509.76
16	17.00	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 F to 113 F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 C to +50 C (14 F to 122 F).	\$ 159.30	\$ 2,708.10

Line	Qty	Part	Description	Unit Price	Extended Price
17	23.00	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$ 350.46	\$ 8,060.58
18	Avigilon Video Servers				
19	2.00	AINVR-PRM-PLUS-128TB-NA	AI NVR Premium+; 128TB; NA	\$ 50,478.19	\$ 100,956.38
20	2.00	AINVR-PRM-WARR-5Y4HMC	Upgrade the 5 year NBD warranty that comes with AI NVR Premium or AI NVR Premium+ to 5 year 4HMC	\$ 4,164.84	\$ 8,329.68
21	Cameras & Mounting Hardware Second Floor				
22	12.00	6.0C-H5A-DO1-IR	6.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics	\$ 1,365.03	\$ 16,380.36
23	2.00	24C-H4A-3MH-270	3x 8 MP; WDR; LightCatcher; 4mm; Camera Only	\$ 2,230.27	\$ 4,460.54
24	1.00	10.0C-H5DH-DO1-IR	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$ 1,612.86	\$ 1,612.86
25	16.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 284.86	\$ 4,557.76
26	16.00	ACC7-ENT-FO	ACC 7 ENT failover channel	\$ 44.20	\$ 707.20
27	3.00	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 F to 113 F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 C to +50 C (14 F to 122 F).	\$ 159.30	\$ 477.90
28	6.00	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	\$ 79.34	\$ 476.04
29	6.00	H4A-MT-NPTA1	NPT adapter for use with H5A/H4A pendant dome cameras	\$ 63.72	\$ 382.32
30	3.00	H4AMH-AD-CEIL1	In-ceiling adapter; must order either a H4AMH-DC-COVR1 or H4AMH-DC-COVR1-SMOKE.	\$ 159.30	\$ 477.90
31	3.00	H4AMH-DC-COVR1	In-Ceiling Dome Cover for H4 Multisensor	\$ 74.35	\$ 223.05
32	3.00	H4AMH-DC-CPNL1	Drop Ceiling Metal Panel for H4 Multisensor	\$ 116.82	\$ 350.46
33	Cameras & Mounting Hardware Third Floor				
34	10.00	6.0C-H5A-DO1-IR	6.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics	\$ 1,365.03	\$ 13,650.30
35	2.00	24C-H4A-3MH-270	3x 8 MP; WDR; LightCatcher; 4mm; Camera Only	\$ 2,230.27	\$ 4,460.54

Line	Qty	Part	Description	Unit Price	Extended Price
36	2.00	12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	\$ 1,197.39	\$ 2,394.78
37	1.00	10.0C-H5DH-DO1-IR	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$ 1,612.86	\$ 1,612.86
38	16.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 284.86	\$ 4,557.76
39	16.00	ACC7-ENT-FO	ACC 7 ENT failover channel	\$ 44.20	\$ 707.20
40	3.00	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 F to 113 F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 C to +50 C (14 F to 122 F).	\$ 159.30	\$ 477.90
41	6.00	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	\$ 79.34	\$ 476.04
42	6.00	H4A-MT-NPTA1	NPT adapter for use with H5A/H4A pendant dome cameras	\$ 63.72	\$ 382.32
43	3.00	H4AMH-AD-CEIL1	In-ceiling adapter; must order either a H4AMH-DC-COVR1 or H4AMH-DC-COVR1-SMOKE.	\$ 159.30	\$ 477.90
44	3.00	H4AMH-DC-COVR1	In-Ceiling Dome Cover for H4 Multisensor	\$ 74.35	\$ 223.05
45	3.00	H4AMH-DC-CPNL1	Drop Ceiling Metal Panel for H4 Multisensor	\$ 116.82	\$ 350.46
46	Cameras & Mounting Hardware Fourth Floor				
47	8.00	6.0C-H5A-DO1-IR	6.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics	\$ 1,365.03	\$ 10,920.24
48	3.00	10.0C-H5DH-DO1-IR	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$ 1,484.82	\$ 4,454.46
49	12.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 284.86	\$ 3,418.32
50	12.00	ACC7-ENT-FO	ACC 7 ENT failover channel	\$ 44.20	\$ 530.40
51	6.00	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	\$ 79.34	\$ 476.04
52	6.00	H4A-MT-NPTA1	NPT adapter for use with H5A/H4A pendant dome cameras	\$ 63.72	\$ 382.32
53	Open Market/Off Contract				
54	5.00	32C-H5A-4MH	H5A Multisensor 32MP Camera Module 3.3-5.7mm. 4X8MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$ 2,849.60	\$ 14,248.00
55	1.00	A8-AVPMJB	PENDANT MOUNT BRACKET W/JUNBX	\$ 131.22	\$ 131.22

Line	Qty	Part	Description	Unit Price	Extended Price
56	5.00	UBNT-USW-24P-400W	(8) Gigabit RJ45 802.3bt PoE++ ports (16) Gigabit RJ45 802.3at PoE+ ports (2) 10G SFP+ ports Layer 2 and Layer 3 features 400W maximum PoE power UniFi SmartPower RPS DC input Near-silent cooling 1.3 touchscreen display Managed by UniFi Network Controller Managed by UniFi Network Controller version: 5.10.5 or higher	\$ 2,500.00	\$ 12,500.00
57	5.00	TPLNK-MC-SFPLC	TP-Link Media Converter with SFP LC, Gigabit Speed, Media Converter, SFP LC Module, Power Adapter	\$ 666.66	\$ 3,333.30
58	6.00	DTK-RM12POES	12-CHANNEL POE PROTECTORSHIELDED POE RACKMOUNT	\$ 634.18	\$ 3,805.08
59	Labor quoted IAW Sourcewell Contract #030421-CTL				

<b>Equipment Total</b>	\$	308,206.51
<b>Total Labor</b>	\$	223,192.39
<b>Total Project Price</b>	\$	531,398.90

Labor total includes installation, programming, engineering/design, submittals, project management, basic operational training, freight, one-year parts and labor warranty, testing and commissioning.

## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings, or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials. To be provided and installed by others.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Palm Beach State College agrees to provide a location to store all materials/equipment upon arrival prior to installation. Convergent will invoice for all materials/equipment upon delivery to Palm Beach State College. Customer agrees to progress billing throughout installation phases of the project.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
11. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.
12. This proposal pricing shall remain valid for a period of sixty (60) business days from the date of this proposal.





**Total Project Investment:**

**\$ 531,398.90**

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Danelo Fernandez**

Convergent  
Danelo Fernandez

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

\_\_\_\_\_  
Customer Name (Printed)

April 1, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed.

**SECTION 1. THE WORK**

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

**SECTION 2. PRICING**

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

**SECTION 3. INVOICE REMITTANCE AND PAYMENT**

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

**SECTION 4. WARRANTY**

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

- a. Work performed under this Agreement will be of good quality;
- b. Equipment will be new unless otherwise required or permitted by this Agreement;
- c. Work will be free from defects not inherent in the quality required or permitted; and
- d. Work will conform to the requirements of this Agreement.

The Customer's sole and exclusive remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergent shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergent, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergent service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergent service personnel); or normal wear and tear under normal usage. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**SECTION 5. CHANGES**

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional Work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

**SECTION 6. FORCE MAJEURE**

Neither Customer nor Convergent shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

**SECTION 7. INSURANCE**

Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$5,000,000 per occurrence/aggregate

Convergent's insurance is limited to the coverages listed above and Convergent will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

**SECTION 9. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHER THEORY AND (B) IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT.

**SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS**

Convergent will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

**SECTION 11. PERSONAL DATA**

This Agreement does not authorize Convergent to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergent are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergent with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergent harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

**SECTION 12. PRICE ADJUSTMENT**

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Convergent's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

**SECTION 13. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

**SECTION 14. MISCELLANEOUS**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve waiver of Board Policy 6Hx-18-5.11 Temporary Duty Elsewhere regarding Out-of-State Remote Work.  
Staff Contact: James Duffie....

**Summary:**

**Background/Pertinent Facts:**

Request to approve a waiver of specific provisions in Policy 6Hx-18-5.11 regarding out-of-state remote work, not to exceed one year from the approval date, for the position of Chief Building Official to benefit the College's continuity of operations related to current construction schedules.

**Financial Impact:** Savings from using current staff in lieu of outsourcing the function

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** One Year

**RECOMMEND:** Approval

**Attachments:**

Board Policy 6Hx-18-5.11

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College****Board Policy**

<b>TITLE</b>	Temporary Duty Elsewhere	<b>NUMBER</b> 6Hx-18-5.11
<b>LEGAL AUTHORITY</b>	1001.64 FS, 1001.65 FS, 112.24 FS	<b>PAGE</b> 1 of 1
<b>DATE ADOPTED/AMENDED</b>	Formerly P008.00; Readopted 2/27/1975; Amended 9/27/1988, 6/19/2001, 5/12/2009; 10/12/2021	

Employees may be temporarily assigned outside of the district by approval of the President for the purpose of performing educational services or for providing expertise in support or collaboration with a government agency or other educational institution(s) within the State of Florida.

Employees shall receive their regular pay and may be allowed expenses as determined by the laws, regulations, and policies of the State and the District Board of Trustees.

Temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned temporary duty shall not be considered to be on leave.

Employees may not be assigned temporary duty for the purpose of earning College credits, improving rank, or renewing certificates.

Palm Beach State College conducts its employment activity within the State of Florida. Employees of the College are expected to perform their work duties and responsibilities in the State of Florida except for occasional brief and temporary pre-approved periods related to College travel. Any work performed in violation of this statement may be subject to discipline up to and including termination.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Revision of DBOT Policy 5.44 Grounds for Termination of Employment  
Staff Contact: Ms. Juanita Benjamin, Human Resources Director & Equity Officer

**Summary:**

**Background/Pertinent Facts:** Second reading recommending the revision of District Board of Trustees Policy 6Hx-18-5.44, Grounds for Termination of Employment - Instructors or Administrators.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Capabilities and Culture

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Revision of DBOT Policy 5.44 Grounds for Termination of Employment - Instructors or Administrators PDF with Redlines second reading

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	Grounds for <u>Discipline and Termination of Employment – All <del>Instructors or Administrators</del> Employees</u>	<b>NUMBER</b> 6Hx-18-5.44
<b>LEGAL AUTHORITY</b>	1001.64 FS, 1001.65 FS; 6A-14.0411 <u>SBEFAC</u> , 6 <del>AB-10.08106</del> <u>SBEFAC</u>	<b>PAGE</b> 1 of 2
<b>DATE ADOPTED/AMENDED</b>	Formerly P352.11; Readopted 2/27/1975; Amended 6/19/2001, 5/12/2009, <u>04/16/2024</u>	

~~Any instructor or administrator may be suspended by the President, or be dismissed, or have a contract not renewed by the District Board of Trustees upon the recommendation of the President, for good cause including, but not limited to, any of the following reasons:~~

~~1. Immorality: Defined as conduct sufficiently ~~notorious~~ disreputable to bring the individual concerned or the educational profession into public disgrace or disrespect and impair the individual’s service at the College or in the community.~~

~~1. \_\_\_\_\_~~

~~2. Misconduct in office: Defined as deliberate, persistent, egregious, unlawful, dishonest or improper conduct by an ~~individual~~ employee which violates established rules, policies, directives, procedures or guidelines for performing assigned duties; ~~negligent failure of an employee to perform the duties assigned to the employee; abusive or excessive use by an individual of alcohol or other debilitating intoxicants, drugs, or narcotics which impair the effective performance of professional duties or diminish the confidence of the Board or the President in the individual; participation by an individual in disruptive activities which interfere with the normal operation of the College;~~ mismanagement of public funds or trusts; falsification of records (regardless of format) including time clock entries, divulgence of confidential College information; and/or a violation of DBOT Policy 5.90, the Ethics Policy and/or the Code of Ethics of the Education Profession in Florida, as adopted by the State Board of Education.~~

~~2. \_\_\_\_\_~~

~~3. Incompetency/Unfit for Duty: Defined as, but not limited to, an inability ~~or lack of fitness~~ to ~~discharge~~ perform the required ~~duty as a result of inefficiency or incapacity in one’s~~ assigned duties, incompetency, inefficiency, insufficiency and/or unacceptable work performance.~~

~~3. \_\_\_\_\_~~

~~In the determination of what constitutes inefficiency, the College may consider repeated failure to perform duties; repeated failure on the part of the instructor to communicate with and relate to students in the classroom to such an extent that students are deprived of minimum educational experience; or repeated failure on the part of an administrator or supervisor to communicate with and relate to teachers~~

~~and students under his/her supervision to such an extent that the programs for which he/she is responsible are seriously impaired. In relation to all administrators and supervisors repeated failure or inability to communicate with employees under their supervision and stakeholders to such an extent that duties for which they responsibilities for which they are responsible for are seriously impaired. In relation to all employees, unacceptable work performance including insufficient productivity and/or poor quality which impacts their duties, or a lack of adequate command of the area of specialization or job description.~~

~~In the determination of what constitutes incapacity or inability, the College may consider a lack of emotional stability; a lack of adequate physical ability; a lack of general educational background; or a lack of adequate command of the area of specialization or job description.~~

4. ~~Gross Insubordination~~: Defined as an ~~intentional~~, constant ~~and/or egregious~~, or ~~continuing~~ ~~continued~~ refusal to ~~obey~~ ~~comply with a~~ direct order ~~that is~~, reasonable in nature ~~and within the scope of employment,~~ ~~and given by and with proper authority.~~

4. \_\_\_\_\_

5. ~~Willful Neglect of Duty~~: Defined as deliberate or negligent continued failure of an employee to perform the duties assigned to ~~him~~~~them~~; or a deliberate or negligent violation of the Code of Ethics of the Education Profession in Florida, as adopted by the State Board of Education.

5. \_\_\_\_\_

6. ~~6.~~ \_\_\_\_\_

7. ~~Drunkenness Impairment~~: Defined as ~~that condition which exists when an individual being publicly is~~ under the influence of alcoholic ~~beverages~~ or drugs to such an extent that ~~normal faculties~~ ~~mental and/or physical abilities~~ are ~~impaired~~ ~~affected~~; ~~or conviction by a Court of Law, or a finding of guilt by a court regardless whether adjudication of guilt is withheld, on the charge of drunkenness, driving while intoxicated, or abusive use of drugs or narcotics in the process of performing job duties, and/or representing the College at social or other College sponsored events.~~

7. Conviction of any crime involving moral turpitude: Defined as a crime that is evidence by an act of baseness, vileness, or depravity in the private, professional, or social duties which a person owes to another or to society in general, contrary to the accepted and customary rules of right and duty between people.

7.

8. Good and sufficient reasons, including but not ~~restricted~~ ~~limited~~ to ~~instances where an instructor or an administrator~~ the following:

a. Excessive tardiness, excessive/unexcused absenteeism.

a. ~~Has refused~~ Failure to comply with federal/state statutes and regulations, and District Board of Trustees Policies and Procedures and guidelines. ~~State Board of Education Regulations;~~

b. \_\_\_\_\_

c. Refusal and/or failure to comply with applicable safety regulations, including but not limited to DBOT Policy 4.70, Safety, Health, and Environmental Policy.

9. ~~Has refused to comply with the rules and regulations of the District Board of Trustees;~~

d. ~~Has been convicted~~ Conviction of a ~~misdemeanor~~, felony, or any other criminal charge other than a minor traffic ~~violation;~~ violation.



- ~~a.e.~~ Unlawful possession of weapons on or in College property.
- ~~b.f.~~ Has been found guilty of personal conduct which severely reduces the employee's effectiveness as an employee of the District Board of Trustees; Has abused, destroyed, or removed unauthorized College personal property.
- ~~e.g.~~ Has secured or maintained Securing or maintaining a position with the College through deceptive or fraudulent ~~means;~~ means.
- ~~d.h.~~ Has participated Participation in disruptive activities which interfere with the normal operation of the College pursuant to DBOT Policy 5.19, Disruptive Conduct; ~~or~~
- ~~i.~~ Has conducted himself/herself in a deleterious or corrupt manner before or with one or more students. Abusive or profane language, fighting, harassing, threatening, or coercing another person or persons on campus or college sponsored event, or through any online or digital platforms.
- ~~j.~~ Violation of DBOT Policy 5.48, Unauthorized Absence from Duty/Job Abandonment Policy.
- ~~k.~~ The College prohibits most forms of gambling in the workplace. Where federal and state laws allow, the College may allow exceptions to this policy.
- ~~l.~~ Failure to cooperate with any College led or sanctioned investigation.
- ~~m.~~ Unsatisfactory probationary observation period, pursuant to DBOT Policy 5.93, Probationary Observation Period.
- ~~e.~~ Failure to handle and/or maintain confidential information, regardless of format, in violation of appropriate rules, guidelines, directives, or under commercially reasonable standards.
- ~~n.~~ Failure to adhere to Florida Statute 553.865, "Safety in Private Spaces Act" including willfully entering for an unauthorized purpose, a restroom or changing facility designated for the opposite sex, and sex and refusing to depart when asked to do so by an employee, administrator, or safety and security staff.
- ~~f.o.~~

Depending on various factors such as but not limited to the nature and/or severity of the offense, the College has the discretion to combine or skip steps referenced in the College's Progressive Discipline and Termination Procedure, 5.44P.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** April 16, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Repeal of DBOT Policy 5.68 Dismissal  
Staff Contact: Ms. Juanita Benjamin, Human Resources Director & Equity Officer

**Summary:**

**Background/Pertinent Facts:** Second reading recommending the repeal of District Board of Trustees Policy 6Hx-18-5.68, Dismissal as this is covered in the recommended revision of the Grounds for Termination of Employment - Instructors or Administrators Policy.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Capabilities and Culture

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Repeal of DBOT Policy 5.68 Dismissal

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

~~Palm Beach State College~~

~~Board Policy~~

<del>TITLE</del>	<del>Dismissal</del>	<del>NUMBER</del> <del>6Hx-18-5.68</del>
<del>LEGAL AUTHORITY</del>	<del>1001.64 FS, 1001.65 FS</del>	<del>PAGE</del> <del>1 of 1</del>
<del>DATE ADOPTED/AMENDED</del>	<del>Readopted 2/27/75; Amended 6/28/1976, 8/21/1985, 9/27/1988, 6/19/2001, 5/12/2009</del>	

~~At his discretion, the President or designee may terminate the employment of any non-contracted member of the College staff.~~

~~The employee shall be notified in a personal interview and in writing of the unsatisfactory nature of the employee's work or conduct. A notice or copy of the memo of the interview shall be sent to the individual's personnel file at the time of the interview or when the notice is served to the employee. Termination without notice may be made in cases involving gross misconduct or serious infractions of College policies, procedures, and/or regulations.~~

~~Reasons for dismissal may include but are not limited to:~~

- ~~1. Excessive tardiness, excessive absenteeism, and unexcused absenteeism.~~
- ~~2. Unacceptable work performance such as insufficient productivity or poor quality.~~
- ~~3. Insubordination or failure to follow supervisory instructions.~~
- ~~4. Violation of safety regulations.~~
- ~~5. Violation of College policies.~~
- ~~6. Falsification of time cards and official records.~~
- ~~7. Abuse, destruction, or unauthorized removal of school or personal property.~~
- ~~8. Abusive or profane language; disruptive behavior; fighting; harassing, threatening, or coercing another person or persons on campus.~~
- ~~9. Possession of alcohol, illegal drugs, or weapons on college property.~~
- ~~10. Gambling on college property.~~
- ~~11. Conduct in violation of Board Policies or any other rule of the College and District Board of Trustees.~~
- ~~12. Conduct in violation of federal or state laws, rules and regulations.~~

~~Recommendations for dismissal will be initiated by the supervisor and shall be approved by the President or a designee and the Executive Director of Human Resources.~~