



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Orlando Lamas
Councilman Joseph Dion

Councilman Jorge Santin
Councilman Fabian Perez-Crespo

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 13, 2026 – 7:00 PM

Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida

(In-person and virtually; See the end of the Agenda for additional information)

1. **Call to Order/Roll Call**
2. **Invocation:**
 - A) Led by Vice Mayor Orlando Lamas
3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.
4. **Agenda/Order of Business**
5. **Awards & Presentations**
 - A) Presentation of Arbor Day 2026 Proclamation to the Public Works Department
 - B) Presentation of Certificates of Recognition to homes that have celebrated over 100 years
 - C) Presentation of the Yard of the Month Award for April 2026 to the property located at 208 Lenape Drive - Skafidas Family
6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person or via email by following the instructions at the back of this agenda. The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.**

7. Approval of Council Minutes

- A) March 30, 2026 – Regular Meeting

8. Reports from Boards & Commissions

9. Public Hearings

10. Consent Agenda

- A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One (1) Pendar X10 Handheld Chemical Narcotics Detection Device From Pendar Technologies Llc In An Amount Not To Exceed \$75,500; Providing For Authorization; And Providing For An Effective Date.
- B) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Marsden South, L.L.C. For Janitorial Services For The City's Municipal Facilities Utilizing The Terms And Conditions Of The Texas Region 10 Education Service Center Vendor Contract And General Terms And Conditions Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.
- C) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Issue A Change Order To The Construction Contract With Roadway Construction, Llc Relating To The Oakwood Drive And East Drive Stormwater And Roadway Improvements Project In An Amount Not To Exceed \$48,720.62; Providing For Implementation; And Providing For An Effective Date.
- D) Recommendation by the Police Department that Council approve an expenditure not to exceed the amount of \$130,137.50 for fifty (50) Panasonic Toughbook laptop to CDWG, utilizing Florida Panasonic NVP Computer Equipment GOV ONLY Contract 43210000-23 NASPO-ACS

11. Previous/Unfinished Business

12. New Business

- A) **Ordinance - First Reading** - An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 70, "Traffic Code" Of The City's Code Of Ordinances By Amending Section 70-02, "Red Light Camera Enforcement," Relating To The Placement And Installation Of Traffic Infraction Detectors At An Additional Eligible Intersection; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

13. Other Business

- A) Request by Councilman Santin to discuss possible action regarding drafting a

proposed resolution expressing the City's support for property tax reform and urging the Florida Legislature to advance measures that provide relief for senior citizens.

B) Discussion regarding the NW 36th Street corridor initiatives

14. Reports & Recommendations

A) City Attorney

B) City Manager

C) City Clerk

D) City Council

15. Adjourn



**CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE**

The City of Miami Springs will hold a Council meeting on:

Monday, April 13, 2026 at 7:00 PM
Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time.

WATCH AND/OR PARTICIPATE IN THE MEETING

- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov.

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has

determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

**NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES
IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166

From: [Janai Pomaes](#)
To: [Erika Gonzalez-Santamaria](#)
Subject: 100 Year Homes for April 13th
Date: Thursday, April 9, 2026 4:15:22 PM
Importance: High

Hi Erika,

The current list of 100 Year homes that have confirmed for the April 13th Council meeting are the following:

- 632 La Villa Drive
- 348 Whitethorn Drive
- 218 Springs Avenue

There were a few homes I couldn't get a hold of this afternoon on the list, but I will call again tomorrow. If any homes are to be added, I will notify you.

Thank you.

Best regards,



Janai Pomaes
Assistant to the City Clerk
Office of the City Clerk
City of Miami Springs, FL
201 Westward Drive
Miami Springs, FL 33166
Phone: (305) 805-5005
pomaesj@miamisprings-fl.gov
www.miamisprings-fl.gov



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 30, 2026 at 7:00 p.m.

Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida

In-Person/Virtual Council Meeting

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Walter Fajet, Ed.D.

Vice Mayor Joseph Dion

Councilman Jorge Santin (arrived at 7:12 p.m.)

Councilman Orlando Lamas

Councilman Fabian Perez-Crespo

City Manager JC Jimenez

City Clerk Erika Gonzalez, MMC

City Attorney Haydee Sera

Assistant City Manager Omar Luna

Police Chief Matthew Castillo

Pension Attorney Adam Levinson (via Zoom)

- 2. Invocation:** Offered by Mayor Walter Fajet.
- 3. Pledge of Allegiance:** The audience led in the pledge.
- 4. Agenda / Order of Business:**

Mayor Fajet requested a change to the Order of Business to defer Item 12(A) (Resolution on Ballot Language and Special Election) to April 13, 2026 Council meeting, move Item 13(A) (Request by James Fulton) and 13(B) (Parking Enforcement) after Open Forum. There were no further changes at this time. Vice Mayor Dion moved to set the agenda as amended. Councilman Lamas seconded the motion, which carried 4-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes; Councilman Santin was absent.

- 5. Awards & Presentations:**

A) Presentation of the Miami Springs Employee Service Award recognizing Lazaro D. Rodriguez, Police Officer for his 5 years of service to the City

Officer Rodriguez was unable to attend the meeting.

B) Recognizing Jimena Alonso for starting the ACEing Autism program at the Miami Springs Tennis Courts

Ms. Jimena Alonso provided an oral presentation, accompanied by a PowerPoint, regarding the establishment of the ACEing Autism program at the Miami Springs Tennis Courts. The Mayor and City Council presented Ms. Alonso with a Certificate of Recognition in appreciation of her efforts in establishing the program and supporting inclusive recreational opportunities within the community.

6. Open Forum: The following members of the public addressed the City Council: Nery Owens, 169 Corydon Drive.

7. Approval of Council Minutes:

A) March 9, 2026 – Regular Meeting

Vice Mayor Dion moved to approve the minutes of the Regular Council Meeting on March 9, 2026. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

8. Reports from Boards & Commissions: None at this time.

9. Public Hearings:

A) **Ordinance - Second Reading** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, Revising The Board Composition Of The Employees' Retirement System And Police And Fire Pension Plan; Amending Code Of Ordinance Section 35-05 To Permit Drop Participants To Serve As Pension Trustees On The General Employees Pension Board; Amending Code Of Ordinance Section 35-56 To Permit Four Year Terms Of Office And Allow Drop Participants To Serve As Pension Trustees On The Police Pension Board; Providing For Conflicts; And Providing For An Effective Date

The City Clerk read the Ordinance by title. The City Manager described the item as a housekeeping measure intended to create consistency between pension boards and provide flexibility in board membership. The pension board attorney, Adam Levinson, provided additional clarification, noting that the changes align with common practices statewide, have no actuarial impact, and allow members to elect qualified trustees, including DROP participants. The Mayor opened the public hearing. No public comments were received, and the public hearing was closed.

Vice Mayor Dion moved to approve the Ordinance on second reading. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as

follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

10. Consent Agenda:

A) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Agreement With Bermello Ajamil & Partners, Inc.; Providing For Authorization; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Contract And Contract Addendum With Fireworks Displays Unlimited, LLC D/B/A Firepower Fireworks Displays For The City's 2026 Fourth Of July Fireworks Display In An Amount Not To Exceed \$32,500.00; Waiving Competitive Bidding Procedures; Providing For Authorization; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving And Adopting Revised Rules And Regulations For The Parks And Recreation Department; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving And Adopting An Amended Schedule Of Charges For The Miami Springs Aquatic Center; Providing For Authorization; And Providing For An Effective Date.

Vice Mayor Dion moved to approve the Consent Agenda. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

11. Previous/Unfinished Business: None at this time.

12. New Business:

A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Designating The Boundaries Of The NW 36th Street Urban Village; Calling A Special Election On August 18, 2026 For The Purpose Of Submitting To The Electorate Of The City Of Miami Springs, Florida, A Charter Amendment; Providing Requisite Ballot Language; Providing For Balloting And Election Procedures; Providing For Notice Of Election; Providing For Copies; Providing For Charter Amendment Election Procedures And Related Details; Providing For Inclusion In The Charter; Providing For Severability; Providing For Conflicts; And Providing For Effective Date.

This item was deferred to April 13, 2026.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute An Agreement With BNMR GLVZ, LLC For Community Education And Engagement Services For The

Activate Southeast Miami Springs Project In An Amount Not To Exceed \$60,000; And Providing For An Effective Date.

City Clerk Erika Gonzalez-Santamaria read the Resolution by title. The City Manager explained that the firm was selected following outreach to multiple vendors and noted their familiarity with the City. The services are intended to provide public education and outreach regarding the Activate SE Springs project, including stakeholder engagement, communications, and informational materials. Council discussion focused on the proposed cost and scope of services. Councilman Lamas suggested that the not to exceed amount be adjusted to \$45,000.00, and it was suggested that expenditures be limited initially with additional Council review if needed.

Vice Mayor Dion moved to approve the Resolution with the amended not to exceed amount of \$45,000.00. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

13. Other Business:

A) Request by James Fulton for the following: Scouts request for 2026 Summer camp donation

Mr. James Fulton, Troop Committee Chair for Boy Scout Troop 334, addressed the City Council and introduced Vincent Vigna, a scout, who provided an overview of the troop's upcoming 2026 summer camp at Camp Woodruff in Georgia. Mr. Fulton requested a donation to assist with transportation and overall costs, noting that the total cost per scout has increased to approximately \$800 due to rising tuition and travel expenses.

Vice Mayor Dion moved to approve a \$1,000.00 donation. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) Request by Councilman Santin to discuss parking enforcement on Westward Drive

Councilman Santin introduced the item to discuss parking enforcement along Westward Drive and the phased implementation of time-limited parking. Mayor Fajet opened the discussion, Alex Aguiar, 810 Swm Avenue addressed the City Council. The City Council discussed the effectiveness of current enforcement efforts, recent expansion of time-limited parking areas, and ongoing parking constraints within high-demand areas. Additional discussion included challenges related to employee parking, potential use of designated parking areas, consideration of a decal program, and possible short-term parking for deliveries. The City Manager advised that staff is continuing to evaluate options, including identifying appropriate parking locations and operational strategies, and will return with recommendations. No further action was taken.

14. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager Jimenez provided an update regarding the Fair Havens project, advising that work has not yet commenced as permits are being finalized and prior permits are being closed out. He noted that staff will closely monitor compliance with approvals granted by the Historic Preservation Board. The City Manager also reported on the progress of the Council Chambers renovations, stating that major improvements are nearing completion, including ceiling installation and upcoming installation of microphones and sound systems. Final work is ongoing, with the space expected to be ready for use soon. Additionally, the City Manager advised that the Cavalier clock is currently not operational, as a component has been sent out for repair. He noted that the repair is expected to within a couple of weeks.

Assistant City Manager Luna congratulated Danny Iglesias on his Eagle Scout project at Stafford Park, noting it as a valuable addition to the community and recognizing staff support in its completion. He also announced that Senator Bryan Avila will be visiting the Senior Center on Wednesday from 11:30 a.m. to 12:30 p.m.

C) City Clerk

City Clerk Erika Gonzalez announced that, effective April 1, a new Vice Mayor will be appointed in accordance with the City's six-month rotation requirement, with Councilman Lamas next to serve in that role.

The City Clerk also noted that the next City Council meeting is scheduled for April 13, with the possibility of holding the meeting in the newly renovated Council Chambers.

D) City Council

Councilman Perez-Crespo congratulated Danny Iglesias on his Eagle Scout project at Stafford Park and encouraged residents to visit the site. He also commended Councilman Santin for his efforts in supporting the Glenn Curtiss exhibit at Miami International Airport and encouraged residents to attend. He announced that the Miami-Dade County Tax Collector's Office will be available at the Aquatic Center on Wednesday from 9:00 a.m. to 4:00 p.m. to provide services including license renewals and other transactions. Additionally, he recognized Julio Anta, a local resident and newly appointed Chairman of the IFBB USA Fitness Challenge Committee, and noted a potential opportunity to collaborate with the City on youth fitness initiatives and competitions.

Councilman Lamas had no report at this time.

Vice Mayor Dion congratulated the Police Department on receiving a \$500,000 grant, recognizing the City's commitment to public safety. He also thanked Mario Diaz-Balart for his assistance in securing the grant. He extended birthday wishes to his wife and expressed appreciation for her support. Vice Mayor Dion also announced an upcoming golf fundraiser hosted by T.Y. Hilton in support of the Miami Springs Senior High School football program and encouraged community participation.

Councilman Santin congratulated the Police Department on securing a \$500,000 grant and acknowledged the collective efforts of the City Council, administration, and staff in advocating for funding at the federal level. He also highlighted the upcoming River Cities Festival and Regatta, scheduled for April 10–12, and encouraged residents to attend, noting the event's importance in fostering community engagement.

Mayor Fajet highlighted the recent rededication of Stafford Park and the improved Stafford Memorial, recognizing the efforts of Danny Iglesias and noting the project's positive impact on the community and its significance in honoring Officer Stafford's memory. He also referenced the Rotary Poker Tournament held the same day, noting it was a successful event that raised funds for charitable purposes.

15. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:02 p.m.

Respectfully submitted:

Erika Gonzalez, MMC

City Clerk

*Adopted by the City Council on
This 13th day of April, 2026.*

Dr. Walter Fajet, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: April 13, 2026
To: The Honorable Mayor Walter Fajet and Members of the City Council
Via: J.C. Jimenez, City Manager
From: Matthew Castillo, Chief of Police
Subject: FDLE SAFE Task Force Pendar X10 Narcotics Detection Device

Recommendation:

Recommendation by the Police Department that Council approve an expenditure to Pendar Technologies, as a sole source provider, in an amount not to exceed \$75,000, for the purchase of one (1) Pendar X10 Handheld Chemical Narcotics Detection Device for the Miami Springs Police Department, as funding for this purchase is provided through the Florida Department of Law Enforcement (FDLE), as part of the SAFE Task Force Reimbursement Funding, as funds were approved in the FY 25/26 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

Discussion/Analysis:

The Miami Springs Police Department (MSPD) is requesting approval to purchase one (1) Pendar X10 handheld narcotics detection device. This device utilizes advanced technology to safely and accurately analyze suspected narcotics in real time without direct contact, significantly reducing the risks to Officers associated with handling dangerous substances such as fentanyl.

In January 2026, MSPD assigned a detective to the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (SAFE) Task Force. Through this partnership, MSPD continues to play an active role in combating narcotics activity both locally and regionally. Given the City’s proximity to Miami International Airport and the presence of more than 20 hotels within our jurisdiction, officers routinely encounter narcotics-related incidents involving a wide range of substances.

The Pendar X10 will greatly enhance MSPD’s operational capabilities by allowing officers and detectives to identify substances quickly and safely in the field. This technology improves investigative efficiency, supports stronger case development in coordination with FDLE, and most importantly, enhances officer safety by minimizing exposure to hazardous substances. The total cost of the device is \$75,500. This purchase will be fully reimbursed through the Florida Department of Law Enforcement (FDLE) and the SAFE Task Force, of which MSPD is an active participant. Documentation confirming reimbursement approval has been provided by FDLE representatives. Given that the full cost will be reimbursed, this acquisition presents a valuable opportunity to obtain advanced technology at no financial burden to the City.

Submission Date and Time: 4/7/2026 9:22 AM

<p style="text-align: center;"><u>Submitted by:</u></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Albert Vargas</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p style="text-align: center;"><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p style="text-align: center;"><u>Funding:</u></p> <p>Dept./ Desc.: <u>Police</u></p> <p>Account No.: <u>001-2001-521-6400</u></p> <p>Additional Funding: <u>SAFE Task Force</u></p> <p>Amount previously approved: \$ _____</p> <p style="text-align: right;">Current request: \$ <u>75,000.00</u></p> <p style="text-align: right;">Total vendor amount: \$ <u>75,000.00</u></p>
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RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ONE (1) PENDAR X10 HANDHELD CHEMICAL NARCOTICS DETECTION DEVICE FROM PENDAR TECHNOLOGIES LLC IN AN AMOUNT NOT TO EXCEED \$75,500; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (“City”) Police Department (“Department”) is in need of a Pendar X10 Handheld Chemical Narcotics Detection Device (the “Equipment”) to provide services for the safety of the City’s residents and visitors and facilitate the Department’s day-to-day operations; and

WHEREAS, the United States General Services Administration (GSA) has entered into the competitively bid Contract No. 47QSWA20D008W (the “GSA Contract”) with Pendar Technologies LLC (the “Vendor”) for the Equipment; and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, the City Council desires to approve the purchase of the Equipment from the Vendor consistent with the terms and conditions of the GSA Contract in an amount not to exceed \$75,500; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Equipment from the Vendor consistent with the terms and conditions of the GSA Contract pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend funds for the Equipment in an amount not to exceed \$75,500.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



PENDAR

TECHNOLOGIES

Company Address 30 Spinelli Place
Cambridge, MA 02138
United States

Prepared By Bob Zendejas
Email rzendejas@pendar.com
Phone (857) 286-9714

Created Date 3/24/2026
Quote Expiration Date 6/24/2026
Quote # MIA320261172

Contact Name Albert Vargas
Contact Email avargas@mispd.us

Bill To Name Miami Springs, FL Police Department
Bill To 201 Westward Drive
Miami Springs, FL 33166
USA

Quote Information

Lead Time 120 Days ARO
Terms Net 30

Product Part Number	Product Description	Quantity	List Price	Subtotal
S010-FLA-COMBO	Pendar X10 - Handheld Raman standoff chemical detector. Includes delivery, training, and first year warranty, service, parts & labor. Includes Pendar X10 Field Lab Accessory.	1.00	\$75,500.00	\$75,500.00
Total				\$75,500.00

You may be eligible to purchase through our GSA contract # 47QSWA20D008W at a discounted price. Please contact us for more information. See Terms and Conditions attached in the following pages.



PENDAR

TECHNOLOGIES

PENDAR GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES

1. Applicability.

(a) All orders for the sale of all products, services, or both, are subject to review, approval, and acceptance by Pendar Technologies, LLC ("Pendar"). If an order is accepted by Pendar, these terms and conditions of sale (these "Terms") are the only terms which govern the sale of the products sold by Pendar (the "Products"), and any associated services ("Services"), or both, to the buyer named in a quote, purchase order, or proposal (the "Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by Pendar and the Buyer is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) BY PLACING A PURCHASE ORDER OR OTHER AGREEMENT FOR PENDAR'S PRODUCTS, SERVICES, OR BOTH ASSOCIATED WITH PENDAR'S QUOTATION OR PROPOSAL FOR THE PRODUCTS, SERVICES, OR BOTH OR USING ANY PART OF THE PRODUCTS, SERVICES, OR BOTH, YOU ACKNOWLEDGE THAT YOU HAVE READ THE QUOTATION OR PROPOSAL, THESE TERMS AND CONDITIONS, THAT YOUR COMPANY OR OTHER ENTITY UNDERSTAND THEM AND THAT YOUR COMPANY OR OTHER ENTITY AGREE TO BE BOUND LEGALLY BY THESE TERMS AND CONDITIONS.

(c) The accompanying quote or proposal (which identifies the Products or Services sold) which may include a statement of work (collectively, the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's terms and conditions of purchase regardless of any terms or conditions which may be included in Buyer's purchase order form or other communication from Buyer. Pendar's acceptance is conditional upon Buyer's assent to, or if this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any terms or conditions other than those set forth herein are hereby objected to by Pendar and shall not become a part of the agreement of sale unless expressly agreed to in writing by an authorized representative of Pendar. Pendar objects to all supplemental or inconsistent terms and conditions in any purchase order or other communication from Buyer. Pendar's failure to object to any specific term or condition contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such term or condition. Pendar quotations are not firm unless expressly indicated, with a specific period of time during which the quotation will remain firm on the face thereof. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Products and Performance of Services.

(a) The Products will be delivered to Buyer at the dates specified in Buyer's purchase order that has been accepted by Pendar, subject to availability of and the manufacturing schedule for the finished Products and availability of the Services. Pendar shall not be liable for any delays, loss or damage in transit. In no event will Pendar be liable for increased costs, loss of profits or goodwill, or any other incidental or consequential damages caused by late delivery or non-delivery of Products or Services.

(b) Pendar may, without notice, discontinue the production or sale or modify the design or material specification of any Product or parts thereof. In such an event, Pendar has no liability or obligation to the Buyer, including without limitation, any obligation to modify a Product previously ordered. Pendar does not warrant the continued availability of any of the Products or Services and Buyer expressly releases Pendar from any liability for any loss or damage to Buyer arising out of or by virtue of Pendar's ability to accept or fulfill any Proposal due to particular shortages or general product unavailability.

(c) Unless otherwise agreed in writing by the parties, Pendar shall cause the delivery of the Products to Buyer's specified location (the "Delivery Point") using commercially reasonable standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products within two calendar days of Pendar's written notice that the Products have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide suited for receipt of the Products at the Delivery Point.

(d) Pendar may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order or other agreement.

(e) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Pendar's notice that the Products have been delivered at the Delivery Point, or if Pendar is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Pendar, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(f) Pendar shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal, and any such dates shall be estimates only.

(g) With respect to the Services, Buyer shall (i) cooperate with Pendar in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Pendar, for the purposes of performing the Services; (ii) respond promptly to any Pendar request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Pendar to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Pendar may reasonably request to carry out the Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

(a) Pendar shall not be liable for any non-delivery of Products (even if caused by Pendar's negligence) unless Buyer gives written notice to Pendar of the non-delivery within three calendar days of the date when the Products would, in the ordinary course of events, have been received.



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(b) Any liability of Pendar for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 3(c), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Pendar.

4. Shipping Terms. Delivery of the Products shall be made FOB Destination. Pendar shall make delivery to the location specified on the face of the Proposal.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Pendar a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Massachusetts Uniform Commercial Code.

6. Buyer's Acts or Omissions. If Pendar's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, suppliers, consultants, or employees, Pendar shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Products.

(a) Buyer shall inspect the Products within three calendar days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Pendar in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Pendar. "Nonconforming Products" means only the following:

(i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Pendar of any Nonconforming Products, Pendar shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Pendar's facility as identified by Pendar. If Pendar exercises its option to replace Nonconforming Products, Pendar shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(a) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 8(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Pendar.

8. Price.

(a) Buyer shall purchase the Products and Services from Pendar at the prices (the "Prices") set forth in Pendar's Proposal.

(b) All prices are firm, and the Proposal cannot be divided into separate procurements. If all proposed Products, Services, or both are not ordered, all Prices are subject to change.

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Pendar's income, revenues, gross receipts, personal or real property, or other assets.

9. Payment Terms.

(a) Pendar will invoice at time of shipment of the Product to Buyer or upon performance of Services, as agreed. Buyer shall pay all invoiced amounts due to Pendar fifteen days from the date of such invoice, unless the Proposal states otherwise. Buyer shall make all payments hereunder in U.S. Dollars by wire transfer to: Berkshire Bank, ABA# 211871691, SWIFT Code BERKUS33, Account number 662202411. The Account name is Pendar Technologies LLC.

(b) Until such time that payment in full is received by Pendar, Buyer grants Pendar a security interest in and lien on all delivered Products and all accounts, chattel paper, instruments, contract rights, general intangibles, accounts receivables, and the proceeds of those not existing or later arising out of Buyer's sale or other disposition of the Products. Buyer shall cooperate in whatever manner is necessary for Pendar to perfect and record such security interest and lien by completing a UCC-1 form (or any similar form that may be applicable) and any other security as Pendar may reasonably request from time to time.

(c) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Pendar for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Pendar does not waive by the exercise of any rights hereunder), Pendar shall be entitled to suspend the delivery of any Products or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for ten days following written notice thereof.

(d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Pendar, whether relating to Pendar's breach, bankruptcy or otherwise.

10. Software License Agreement. All software and firmware made available by Pendar to Buyer is subject to the terms and conditions of Pendar's applicable Software License Agreement(s) (SLA), which is fully incorporated into this Agreement as Attachment A. Except for the right to use the software and Products for the purposes provided herein which arises by operation of law, and except as expressly provided herein, nothing contained in this Agreement shall be deemed to grant Buyer or Buyer's End Users either directly or by implication, estoppel, or otherwise, any license or right under any patents, copyrights, trademarks or trade secrets of Pendar or any third party.

11. U.S. Government Orders. Pendar's Products are Commercial Items as defined in Federal Acquisition Regulation (FAR)

2.101. If this Agreement is in furtherance of a sale to a U.S. federal government prime contractor, only those FAR provisions that are **Page 19 of 269**



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mandatory and to the extent applicable, under FAR Subpart 12.5 are applicable to this Agreement. Further, the Products meet the definition of a commercial item and information technology as defined in FAR 2.101, therefore consistent with FAR 25.103(e), acquisitions of information technology meeting the commercial item definition, and using fiscal year 2004 or subsequent funds are exempt from the Buy American Act and Balance of Payments Act. Pendar makes no representation or certifications with respect to the ability of the Products, Services, or prices, to satisfy any laws, regulations or provisions governing or relating to sales to the U.S. Government, including, but not limited to, place of product origin, manufacture, or assembly. (i.e., under the Buy American Act or Trade Agreements Act), contracting with small, minority, or diversity suppliers, payment of prevailing wages, or price guarantees and commitments. The following clauses, if applicable pursuant to the regulatory language, are incorporated by reference from the FAR with the same force and effect as if they were given in full text.

- 52.203-13 Contractor Code of Business Ethics and Conduct (Jun 2020)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Aug 2020)
- 52.219-8 Utilization of Small Business Concerns (Jul 2013)
- 52.222-17 Nondisplacement of Qualified Workers (Jan 2013)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-35 Equal Opportunity for Veterans (Jun 2020)
- 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.222-41 Service Contract Act of 1965 (Nov 2007)
- 52.222-50 Combating Trafficking in Persons (Feb 2009)
- 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007)
- 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009)
- 52.222-54 Employment Eligibility Verification (Jul 2012)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (Jul 2013)
- 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009)
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)

No other FAR or FAR Supplement provisions, nor any other prime contract provisions, are accepted by Pendar, even if referenced in Buyer's purchase orders, unless Pendar expressly agrees to such, in writing. Pendar does not represent that any ordered items necessarily meet new materials requirements.

12. Warranty and Warranty Disclaimer.

- (a) Pendar warrants to Buyer that, for a period of 12 months from the date of delivery of the Product, such Product shall be free from defects in material and workmanship ("Original Warranty Period"). Buyer has the option, during the Original Warranty Period to purchase from Pendar an extended warranty for up to 5 years at pricing to be provided by Pendar if and when Buyer exercises such option. All Products that have been damaged or tampered with, are not eligible for the extended warranty.
- (b) For Product to be returned under the provisions of this Section 12, the Buyer must provide the serial numbers of Products to be returned and obtain a Return Material Authorization number ("RMA") from Pendar for the specific Product and quantity to be returned. Buyer will return the Product in a suitable shipping carton with the RMA number displayed on the outside of the carton. The return must be received by Pendar within thirty (30) days from date of issuance of the RMA number. If Pendar finds no defects or deviations from the Product and cannot duplicate the problem the Buyer agrees to accept such Products and pay the cost of return shipment.
- (c) Pendar reserves the right to repair or replace the Product at its sole discretion. In repairing or replacing any Product, or part of a Product under this warranty, Pendar may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Products or parts. Returned Products that are not repaired and returned to the Buyer will become the property of Pendar.
- (d) EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 12, PENDAR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY PENDAR SHALL CREATE A WARRANTY FROM PENDAR.

13. Intellectual Property.

- (a) Pendar, and its licensors, shall own and shall retain all right, title and interest in and to: (a) any of its intellectual property rights, including any development thereof (including all copies, modifications, improvements and derivative works thereof, by whomever produced); (b) all of its service marks, trademarks, trade names or any other designations associated with their technology and products; and (c) all mask works, copyrights, patent rights, trade secret rights, and other proprietary rights relating to the technology and products, whether registered or not (collectively "Intellectual Property Rights"). All intellectual property rights in work or resulting from work done by or on behalf of Pendar pursuant to this Agreement, if performed, and any subsequent modifications to same shall exclusively vest in Pendar.
- (b) Buyer shall not translate, reverse engineer, decompile, disassemble, or make any other unauthorized use of the Products provided under this Agreement. Buyer acknowledges and agrees that in addition to any other remedies available to Pendar or its suppliers, Pendar or its suppliers are entitled to equitable relief to protect any trade secrets, including without limitation, temporary and permanent injunctive relief without proof of damage.
- (c) Buyer shall not make or permit the removal or modification of any trademarks or tags, proprietary notices, labels, or other identifying marks placed by Pendar on the Products or associated packaging, manuals, or other associated material.



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14. Other Governmental Matters. Buyer or its end-user, if any, is solely responsible for obtaining any licenses or other authorizations required by other federal, state, or local governmental agency. Buyer, or its end-user, if any, is solely responsible for complying with applicable laws, rules and regulations of any other federal, state, or local government agency. In all other governmental matters, Pendar is not an agent of Buyer or Buyer's end-user.

15. Limitation of Liability.

(a) IN NO EVENT SHALL PENDAR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PENDAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL PENDAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE RELATED TO THE PROVISION OF PRODUCTS HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO PENDAR FOR THE PRODUCTS SOLD HEREUNDER. PENDAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE RELATED TO THE PROVISION OF SERVICES IS FOR THE RE-PERFORMANCE OF SUCH SERVICES ONLY.

(c) The limitation of liability set forth in Section 15(a) shall not apply to (i) liability resulting from Pendar's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Pendar's acts or willful omissions.

16. Intellectual Property Indemnification. If Buyer becomes a defendant in a suit based on a claim that any Product furnished under this Agreement directly infringes on a U.S. patent or copyright, Buyer shall provide Pendar with prompt notice, in writing, of the suit. If such prompt notice is provided, Pendar, in its sole discretion, will be given control of the suit and Buyer shall cooperate with all requested assistance to Pendar for defense. This indemnity does not extend to any suit based on any infringement or alleged infringement of any patent or copyright resulting from the combination of any Product furnished under this Agreement with other elements, nor does it extend to any product of Buyer's design or otherwise.

17. Indemnification. Each party will indemnify, defend and hold the other harmless against all claims, losses, liabilities, damages and costs (including reasonable attorneys' fees) for death, bodily injury and tangible property damage (other than damage to the Products) arising out of or resulting from any negligent or intentional act or omission of such party or any of its employees, agents, contractors or representatives. This indemnity shall only be enforceable provided that: (i) the party being claimed against shall promptly notify in writing the party who is providing the indemnification of the claim; (ii) the party who is providing indemnification will have sole control of the defense and all related settlement negotiations; and (iii) the party being claimed against shall give the party who is providing indemnification all information and reasonable assistance related to the defense of the claim.

18. Compliance with Laws and Export Control. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer assumes all responsibility for shipments of Products requiring any government export clearance. Buyer agrees that it shall not and shall inform its End Users that they may not, in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted directly or indirectly any Products, parts, source code or technical data in any form or a direct product thereof without obtaining appropriate export or re-export licenses from the respective government authority of the United States of America.

19. Termination. In addition to any remedies that may be provided under these Terms, Pendar may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

20. Waiver. No waiver by Pendar of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Pendar. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Pendar Authorized Representative. Only Pendar authorized representative, Seamus Fogarty may accept or approve changes to these terms and conditions.

22. Confidential Information. All non-public, confidential or proprietary information of Pendar, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Pendar to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" or "proprietary" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Pendar in writing. Upon Pendar's request, Buyer shall promptly return all documents and other materials received from Pendar. Pendar shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

23. Force Majeure. Pendar shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Pendar including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics, pandemics, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.



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materials or telecommunication breakdown or power outage), provided that, if the event in question continues for a continuous period in excess of sixty days, Buyer shall be entitled to give notice in writing to Pendar to terminate this Agreement.

24. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Pendar. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

27. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

28. Time for Claim. Except for money due on an open account, no action for breach of this Agreement may be brought more than two years after the cause of action accrues. Where there is a shorter limitation period provided by applicable law for a particular cause of action, no action may be brought after that period expires.

29. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the County of Middlesex and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

30. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

31. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty, Limitation of Liability, Compliance with Laws, Confidential Information, Intellectual Property Indemnification, Indemnification, Governing Law, Submission to Jurisdiction and Survival.

33. Headings. Section and paragraph headings used in this Agreement are for convenience only and cannot be used to construe the provisions of this Agreement.

34. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



Lt. A. Vargas
Miami Springs Police Department
201 Westward Drive
Miami Springs, FL 33166

March 31, 2026

Dear Lt. Vargas,

Pendar Technologies is the sole manufacturer, and sole supplier of the Pendar X10 handheld chemical Detection in the USA. The Pendar X10 is the only Class 3R laser-based handheld and portable chemical detection system providing analysis of samples at a standoff distance of 1 to 6 feet from the sample.

Pendar Technologies' Pendar X10 system is covered by the following US patents: US10488252, US10527495 and US10488260. The Pendar X10 is also covered by copyrights and trade secrets. Pendar Technologies is a small business manufacturing the Pendar X10 in Cambridge, MA. Pendar Technologies SAM.gov registration is current, and its DUNS has been replaced with Unique Entity ID: EVJWXL9HAYN5.

Please let me know if you have any questions

Yours sincerely,

Bob Zendejas

Bob Zendejas
East Coast Sales Manager
857-286-9714
rzendejas@pendar.com



AGENDA MEMORANDUM

Meeting Date: April 13, 2026

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Marsden South, L.L.C. For Janitorial Services For The City's Municipal Facilities Utilizing The Terms And Conditions Of The Texas Region 10 Education Service Center Vendor Contract And General Terms And Conditions Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

Recommendation:

Recommendation by Public Works that Council approve an agreement with Marsden South, L.L.C. for janitorial services for the City's municipal facilities in an amount not to exceed \$240,822.96 annually utilizing the terms and conditions of the Equalis Group Purchasing Agreement awarded pursuant to Request for Proposals No. R10-1167 pursuant to Section §31.11 (E)(5) of the City Code

Discussion/Analysis:

Marsden South, LLC has provided satisfactory services to the City since June 2023. Staff recommends the continuation of these services through a piggyback contract with Equalis Group, effective July 1, 2024, with an initial term expiring on June 30, 2027, and renewal options through June 30, 2029. Public Works staff met with all City departments to discuss the contract details, including the scope of work (see attached amendment). Additionally, detailed pricing for each location was reviewed and negotiated. The final pricing structure and increase in scope of work has been mutually agreed upon by Marsden South, LLC and the City, as reflected in the table below.

Funding:
Building Maintenance
001-5405-541-3400



AGENDA MEMORANDUM

Meeting Date: 4/13/2026

To: The Honorable Walter Fajet and Members of the City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Janitorial Services for Municipal Facilities

RECOMMENDATION: Recommendation by Public Works that Council approve an agreement with Marsden South, L.L.C. for janitorial services for the City’s municipal facilities in an amount not to exceed \$240,822.96 annually utilizing the terms and conditions of the Equalis Group Purchasing Agreement awarded pursuant to Request for Proposals No. R10-1167 pursuant to Section §31.11 (E)(5) of the City Code

DISCUSSION: Marsden South, LLC has provided satisfactory services to the City since June 2023. Staff recommends the continuation of these services through a piggyback contract with Equalis Group, effective July 1, 2024, with an initial term expiring on June 30, 2027, and renewal options through June 30, 2029. Public Works staff met with all City departments to discuss the contract details, including the scope of work (see attached amendment). Additionally, detailed pricing for each location was reviewed and negotiated. The final pricing structure and increase in scope of work has been mutually agreed upon by Marsden South, LLC and the City, as reflected in the table below.

	# CLEANINGS	CURRENT RATE	NEW RATE	INCREASE
CITY HALL	5	1878.24	1951.49	73.25
POLICE	5	2603.39	2704.92	101.53
DISPATCH	7	436.09	455.21	19.12
CPO	5	462.95	478.44	15.49
PW	5	1058.62	1097.36	38.74
REC	6	3225.25	3854.58	629.33
AQUATIC	6	1951.48	2470.14	518.66
STAFFORD	7	860.28	904.1	43.82
DOVE	7	860.28	904.1	43.82
SENIOR	6	4046.38	5248.24	1201.86
		\$ 17,382.96	\$ 20,068.58	\$ 2,685.62
		\$ 208,595.52	\$ 240,822.96	\$ 32,227.44

ADDRESS /LOCATION	DAILY
<p>201 Westward Drive City Hall / Police Dept. / Police Dispatch</p> <p>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</p> <p>Note: Some personnel may request that their office or desk to be excluded.</p>	<p><u>LOBBY:</u></p> <ul style="list-style-type: none"> • Clean ALL lobby glass entrance and exit. • Sweep or vacuum front entrance mat. Spot clean carpet stains, as needed. • Sweep or vacuum stairwell. • Clean and disinfect stairwell rails. • Clean cashier windows and directory boards/cases. • Check for, and remove, any and all cobwebs. • Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. • Remove all heel/shoe marks, gum, etc. <p><u>OFFICE SPACES:</u></p> <ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles and paper shredders, wash if necessary (in addition to monthly cleaning/sanitizing) and replace plastic liners. • Remove all waste collected from the building and dispose in City provided commercial garbage dumpster. • Remove all recycling collected from the building and dispose in City provided recycling containers. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. Spot clean carpet stains, as needed. • Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Clean and disinfect all counters. • Clean all partitions and all picture frames. • Clean all mirrors or glass. <p><u>RESTROOMS AND KITCHEN:</u></p> <ul style="list-style-type: none"> • Clean and disinfect all toilets including the toilet seats, urinals, hand basins, sinks, etc. • Clean and disinfect stall partitions including doors. • Replace urinal screens, as needed. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Clean and disinfect kitchen counters, tables, microwaves, refrigerator and sink. • Re-arrange furniture, as needed. <p><u>COMMON AREAS:</u></p> <ul style="list-style-type: none"> • Sweep or vacuum all stairwells. • Clean and disinfect all handrails. • Remove all heel/shoe marks, gum, etc. • Clean and disinfect all drinking fountains. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Vacuum all entrance/exit floor mats. • Clean and polish elevator doors, frames, push button panels. • Clean all front & rear entrance way glass.
ADDRESS /LOCATION	WEEKLY
<p>201 Westward Drive</p>	<ul style="list-style-type: none"> • Dust all horizontal surfaces below 6' 8" height (file cabinets, bookshelves, desks, windowsills, etc.) • Edge vacuum along base boards. • Remove finger marks from doors, frames, light switches, partitions, kick plates, handrails, etc. • Remove all tape marks from walls and glass.
ADDRESS /LOCATION	MONTHLY

201 Westward Drive	<ul style="list-style-type: none"> • Wash all waste receptacles. • Machine buff open flooring areas using power spray machine. • Dust all horizontal surfaces above 6' 8" height (air ducts, window and doorframes, etc.)
ADDRESS /LOCATION	QUARTERLY
201 Westward Drive	<ul style="list-style-type: none"> • Strip, clean, seal, bathroom tile floors and walls and refinish all tile and terrazzo areas. • Steam clean, using the hot water extraction method. Remove stains and deodorize all carpets. • Clean upholstered furniture/seating throughout the building.

ADDRESS /LOCATION	DAILY
<p>274 Westward Drive</p> <p>Police/ Passport Office</p> <p>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</p> <p>Note: Some personnel may request that their office or desk to be excluded.</p>	<p>OFFICE SPACES:</p> <ul style="list-style-type: none"> • Vacuum all carpets. Spot clean carpet stains, as needed. • Empty and clean all waste receptacles and paper shredding receptacles, wash if necessary (in addition to monthly cleaning/sanitizing) and replace plastic liners. • Remove all waste collected from the building and dispose in City provided commercial garbage dumpster. • Remove all recycling collected from the building and dispose in City provided recycling containers. • Check for, and remove, any and all cobwebs. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Clean and disinfect all counters, tables and doorknobs. • Clean/dust tops of all partitions. • Clean all mirrors or glass. • Clean and disinfect water cooler and replace water if necessary <p>RESTROOMS AND KITCHENETTE:</p> <ul style="list-style-type: none"> • Clean and disinfect all toilets including the toilet seats and handle, basins, sinks, etc. • Clean and disinfect walls including doors. • Mop linoleum floor using germicidal detergent and appropriate Caution Wet Floor Warning sign. • Replenish all paper supplies (toilet paper, hand towels) and refill all hand soap dispensers. • Clean and disinfect counters, tables, microwaves, refrigerator and sink.
ADDRESS /LOCATION	WEEKLY
<p>274 Westward Drive</p> <p>Police/ Passport Office</p>	<ul style="list-style-type: none"> • Dust all horizontal surfaces below 6' 8" height (file cabinets, bookshelves, desks, windowsills, etc.) • Edge vacuum along baseboards and vacuum front window display area. • Remove finger marks from doors, frames, light switches, partitions, kick plates, hand rails, etc.
ADDRESS /LOCATION	MONTHLY
274 Westward Drive	<ul style="list-style-type: none"> • Wash all waste receptacles. • Wash/clean inside and outside of front door and front window.

Police/ Passport Office	<ul style="list-style-type: none"> Dust all horizontal surfaces above 6' 8" height (air ducts, window and doorframes, etc.)
ADDRESS /LOCATION	QUARTERLY
274 Westward Drive Police/ Passport Office	<ul style="list-style-type: none"> Steam clean carpets, using the hot water extraction method. Remove stains and deodorize all carpets. <p style="text-align: center;">Spot clean upholstered furniture/seating throughout the office.</p>

ADDRESS /LOCATION	DAILY
1401 Westward Drive Community Center / Aquatic Facility Common/Public areas, Corridors, Entries, Foyers, Activity Rooms, Offices and Lobbies Note: Some personnel may request that their office or desk to be excluded.	<p><u>LOBBY:</u></p> <ul style="list-style-type: none"> Clean the lobby glass entrance and exit. Sweep or vacuum front entrance mat. Sweep or vacuum stairwell. Clean and disinfect all counters. Clean and disinfect stairwell rails. Clean lobby windows and directory boards/cases. Check for, and remove, any and all cobwebs. Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. Remove all heel/shoe marks, gum, etc.
	<p><u>OFFICE SPACES:</u></p> <ul style="list-style-type: none"> Empty and clean all waste and paper shredder receptacles, wash if necessary (in addition to monthly cleaning/sanitizing) and replace plastic liners. Remove all waste collected from the building and dispose in City provided commercial garbage dumpster. Remove all recycling collected from the building and dispose in City provided recycling containers. Check for, and remove, any and all cobwebs. Vacuum all carpets. Spot clean carpet stains, as needed. Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. Clean and disinfect all counters. Clean all mirrors or glass.
	<p><u>RESTROOMS AND KITCHEN:</u></p> <ul style="list-style-type: none"> Clean and disinfect all toilets including the toilet seats, toilet handles, urinals, hand basins, sinks, etc. Clean and disinfect stall partitions including doors. Replace urinal screens, as needed. Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. Clean and disinfect kitchen counters, tables, microwaves, refrigerator and sink. Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices.

	<p>COMMON AREAS:</p> <ul style="list-style-type: none"> • Sweep or vacuum all stairwells. • Clean and disinfect all chrome handrails. • Remove all heel/shoe marks, gum, etc. • Clean and disinfect all drinking fountains. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Vacuum all entrance/exit floor mats. • Clean and polish elevator doors, frames, push button panels. • Clean all mirrors or glass.
ADDRESS /LOCATION	WEEKLY
<p>1401 Westward Drive Community Center / Aquatic Facility</p>	<ul style="list-style-type: none"> • Dust all horizontal surfaces below 6' 8" height (file cabinets, bookshelves, desks, windowsills, etc.) • Edge vacuum along baseboards. • Remove finger marks from doors, frames, light switches, partitions, kick plates, hand rails, etc.
ADDRESS /LOCATION	MONTHLY
<p>1401 Westward Drive Community Center / Aquatic Facility</p>	<ul style="list-style-type: none"> • Wash all waste receptacles. • Dust all horizontal surfaces above 6' 8" height (air ducts, window and doorframes, etc.) • Machine buff open flooring areas using power spray machine.
ADDRESS /LOCATION	QUARTERLY
<p>1401 Westward Drive Community Center /Aquatic Facility</p>	<ul style="list-style-type: none"> • Strip, clean, seal, bathroom tile floors and walls and refinish all tile and terrazzo areas. • Steam clean, using the hot water extraction method. Remove stains and deodorize all carpets. • Clean upholstered furniture/seating throughout the building.

ADDRESS /LOCATION	DAILY
<p>345 N. Royal Poinciana Blvd. Public Works Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</p>	<p>OFFICE SPACES:</p> <ul style="list-style-type: none"> • Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. • Empty and clean all waste and sanitary receptacles and paper shredders, wash if necessary (in addition to monthly cleaning/sanitizing) and replace plastic liners. • Remove all waste collected from the building and dispose in City provided commercial garbage dumpster. • Remove all recycling collected from the building and dispose in City provided recycling containers. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. Spot clean carpet stains, as needed. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Clean and disinfect all counters. • Clean all partitions. • Clean all mirrors or glass. • Clean and disinfect drinking fountains.

<p>Note: Some personnel may request that their office or desk to be excluded.</p>	<p>RESTROOMS AND KITCHEN:</p> <ul style="list-style-type: none"> • Clean and disinfect all toilets including the toilet seats, urinals, hand basins, sinks, etc. • Clean and disinfect stall partitions including doors. • Replace urinal screens, as needed. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Clean and disinfect kitchen counters, tables, microwaves, refrigerator and sink. • Re-arrange furniture, as needed.
<p>ADDRESS /LOCATION</p>	<p>WEEKLY</p>
<p>345 N. Royal Poinciana Blvd. Public Works</p>	<ul style="list-style-type: none"> • Dust all horizontal surfaces below 6' 8" height (file cabinets, bookshelves, desks, windowsills, etc.) • Remove finger marks from doors, fames, light switches, partitions, kick plates, handrails, etc. • Edge vacuum along baseboards.
<p>ADDRESS /LOCATION</p>	<p>MONTHLY</p>
<p>345 N. Royal Poinciana Blvd. Public Works</p>	<ul style="list-style-type: none"> • Wash all waste receptacles. • Dust all horizontal surfaces above 6' 8" height (air ducts, window and doorframes, etc.) • Machine buff open area flooring using power spray machine.
<p>ADDRESS /LOCATION</p>	<p>QUARTERLY</p>
<p>345 N. Royal Poinciana Blvd. Public Works</p>	<ul style="list-style-type: none"> • Strip, clean, seal, bathroom tile floors and walls and refinish all tile and terrazzo areas. • Steam clean, using the hot water extraction method. Remove stains and deodorize all carpets. • Clean upholstered furniture/seating throughout the building.

<p>ADDRESS /LOCATION</p>	<p>DAILY</p>
<p>101 Apache Street/ 343 Payne Drive Senior Center Common/Public areas, Corridors, Entries, Foyers, Activity Rooms, Offices and Lobbies</p>	<p>OFFICE SPACES:</p> <ul style="list-style-type: none"> • Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. • Empty and clean all waste and sanitary receptacles and paper shredders, wash if necessary (in addition to monthly cleaning/sanitizing) and replace plastic liners. • Remove all waste collected from the building and dispose in City provided commercial garbage dumpster. • Remove all recycling collected from the building and dispose in City provided recycling containers. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. Spot clean carpet stains, as needed. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Clean and disinfect all counters. • Clean all partitions. • Clean all mirrors or glass. • Clean and disinfect drinking fountains.

<p>Note: Some personnel may request that their office or desk to be excluded.</p>	<p>RESTROOMS AND KITCHEN:</p> <ul style="list-style-type: none"> • Clean and disinfect all toilets including the toilet seats and handles, urinals, hand basins, sinks, etc. • Clean and disinfect stall partitions including doors. • Replace urinal screens, as needed. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Clean and disinfect kitchen counters, tables, microwaves, refrigerator and sink. • Re-arrange furniture, as needed.
<p>ADDRESS /LOCATION</p>	<p>WEEKLY</p>
<p>101 Apache Street/ 343 Payne Drive Senior Center</p>	<ul style="list-style-type: none"> • Dust all horizontal surfaces below 6' 8" height (file cabinets, bookshelves, desks, windowsills, etc.) • Remove finger marks from doors, fames, light switches, partitions, kick plates, handrails, etc. • Edge vacuum along baseboards.
<p>ADDRESS /LOCATION</p>	<p>MONTHLY</p>
<p>101 Apache Street/ 343 Payne Drive Senior Center</p>	<ul style="list-style-type: none"> • Wash all waste receptacles. • Dust all horizontal surfaces above 6' 8" height (air ducts, window and doorframes, etc.) • Machine buff open area flooring using power spray machine.
<p>ADDRESS /LOCATION</p>	<p>QUARTERLY</p>
<p>101 Apache Street/ 343 Payne Drive Senior Center</p>	<ul style="list-style-type: none"> • Strip, clean, seal, bathroom tile floors and walls, refinish all tile and terrazzo areas including restrooms. • Steam clean, using the hot water extraction method. Remove stains and deodorize all carpets. • Clean upholstered furniture/seating throughout the building.

ADDRESS /LOCATION	DAILY
<p>501 East Drive</p> <p>750 Dove Avenue</p> <p>Concession Stands</p> <p>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</p> <p>Note: Some personnel may request that their office or desk to be excluded.</p>	<p>OFFICE SPACES:</p> <ul style="list-style-type: none"> • Sweep and mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices. • Empty and clean all waste and sanitary receptacles, wash if necessary (in addition to monthly cleaning/sanitizing) and replace plastic liners. • Remove all waste collected from the building and dispose in City provided commercial garbage dumpster. • Remove all recycling collected from the building and dispose in City provided recycling containers. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. Spot clean carpet stains, as needed. • Clean, disinfect and remove all finger marks from doors, frames, light switches, hand and/or kick plates, etc. • Clean and disinfect all counters. • Clean all partitions. • Clean all mirrors or glass. • Clean and disinfect drinking fountains. <p>RESTROOMS AND KITCHEN:</p> <ul style="list-style-type: none"> • Clean and disinfect all toilets including the toilet seats, urinals, hand basins, sinks, etc. including patio bathrooms. • Clean and disinfect stall partitions including doors. • Replace urinal screens, as needed. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Clean and disinfect kitchen counters, tables, microwaves, refrigerator and sink. • Re-arrange furniture, as needed.
ADDRESS /LOCATION	WEEKLY
<p>501 East Drive</p> <p>750 Dove Avenue</p> <p>Concession Stands</p>	<ul style="list-style-type: none"> • Dust all horizontal surfaces below 6' 8" height (file cabinets, bookshelves, desks, windowsills, etc.) • Remove finger marks from doors, frames, light switches, partitions, kick plates, handrails, etc. • Edge vacuum along baseboards.
ADDRESS /LOCATION	MONTHLY
<p>501 East Drive</p> <p>750 Dove Avenue</p> <p>Concession Stands</p>	<ul style="list-style-type: none"> • Wash all waste receptacles. • Dust all horizontal surfaces above 6' 8" height (air ducts, window and doorframes, etc.) • Machine buff open area flooring using power spray machine.
ADDRESS /LOCATION	QUARTERLY
<p>501 East Drive</p> <p>750 Dove Avenue</p> <p>Concession Stands</p>	<ul style="list-style-type: none"> • Strip, clean, seal, bathroom tile floors and walls, refinish all tile and terrazzo areas and restrooms. • Steam clean, using the hot water extraction method. Remove stains and deodorize all carpets. • Clean upholstered furniture/seating throughout the building.

Pricing Sheet

City of Miami Springs

COMPANY NAME: Marsden South Updated 2-13-26				
A	B	C	D	E
Item #	Description	Rate per Cleaning	Cleanings per Week	Total Monthly Rate
1	City Hall - 201 Westward Drive	\$	X 5 cleanings =	\$ 1,951.49
2	Police Dept.- 201 Westward Drive	\$	X 5 cleanings =	\$ 2,704.92
3	Police Dispatch - 201 Westward Drive (East side of Bldg.)	\$	X 7 cleanings =	\$ 455.21
4	Community Policing Office- 277 Westward Drive	\$	X 5 cleanings =	\$ 478.44
5	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$	X 5 cleanings =	\$ 1,097.36
6	Community Center (Recreation Dept.) - 1401 Westward Drive	\$ x6	X 7 cleanings =	\$ 3,854.58
7	Aquatic Facility (Rear of Parking lot) - 1401 Westward Drive	\$ x6	X 7 cleanings =	\$ 2,470.14
8	Concession stand - 501 East Drive	\$	X 7 cleanings =	\$ 904.10
9	Concession stand- 750 Dove Avenue	\$	X 7 cleanings =	\$ 904.10
10	Senior Center- 101 Apache Street /343 Payne Drive	\$ x6	X 7 cleanings =	\$ 5,248.24
TOTAL COST:				\$ 20,068.58
ADDITIONAL CLEANING OPTIONS AT CITY'S DISCRETION (Separate billable rates)				
11	Buffing/Waxing of floors with power spray buffing system (Each Occurrence)			\$0.30 cents per sf
12	Deep carpet cleaning/stain removal with power spray system (Each Occurrence)			\$ 0.30 cents per sf
13	Deep cleaning furniture with power spray system (Each Occurrence)			\$ 5.00 per chair
14	Window cleaning (interior and Exterior) all windows including 2nd floor windows (Each Occurrence)			\$ 5.00 per pane per side \$8.00 per pane for 2nd floor exterior

Print Name: Shazard Ali

Print Title: Director of Business Development

Signature: *Shazard Ali*

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public:

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Marsden Services, LLC
Contract Number:	R10-1167B
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at equalisgroup.org.

RFP Process Information

RFP Number:	RFP R10-1167
RFP Title:	Facility Management Services
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	53
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT
# of Responses Submitted:	5
Number of Awarded Vendors:	2
Date of Board Approval:	June 19, 2024

Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover as many different offered services as possible for the national Equalis Group membership while limiting awards to only the number of awardees deemed to be competitive and advantageous for the membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of July 1, 2024, by and between _____
Marsden Services, LLC (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Facility Management Services (“the products and services”).*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as “piggybacking”, “cooperative purchasing”, “joint powers”, or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

- 5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.
- 9.8 **Cost Estimation:** If Vendor uses the cost and incentive fee model for this Contract, before beginning work with a Participating Member, Vendor will present the Participating Member with a Cost Estimation based on the budgeted Target Cost showing estimated costs for material and listing labor hours for the Participating Member's proposed scope of work. Participating Member must approve the Cost Estimation before work begins.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor

may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- “Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year.”
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent

jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. To the extent allowed by law, Region 10 ESC shall protect, indemnify, and hold harmless Vendor and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Region 10 ESC, its employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Neither party shall have any obligation to indemnify the other party for its own negligence or willful misconduct.

13.4 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive general public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Marsden Services, LLC

Address 2124 University Ave W

City/State/Zip St. Paul, MN 55114

Telephone No. 612-877-2813

Fax No. _____

Email address dfraser@marsden.com

Printed name Damon Fraser

Position with company CAO

Authorized signature 

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)
Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1167B



**Marsden Services Response
For
REQUEST FOR PROPOSAL #R10-1167 FOR:
Facility Management Services**

Submitted 4/26/24

Section Two:
Proposal Submission, Questionnaire and Required Forms

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:


Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.


Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricsheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent’s proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company’s official registered name?</i>	Marsden Services
	<i>What is the mailing address of your company’s headquarters?</i>	2124 University Ave West, St Paul, MN 55114
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Steve Niswonger Director of Major Accounts steve.niswonger@marsden.com 614-204-6071
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

to meet the needs requested in the scope		
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>If utilizing the cost and incentive fee pricing model, outline your process for estimating target costs.</i>	Target costs are based on the amount of labor, equipment, and supplies that are needed to perform each task requested in the agency scope of work. We use industry standards for workloading to determine how much labor is needed. We have also developed proprietary workloading standards. These standards include how much cleaning chemical is used by an associate cleaning per shift. We evaluate each opportunity and develop a customized labor plan. This labor plan includes utilizing effective and efficient equipment to help reduce the amount of labor that is needed.
	<i>Is there a minimum threshold requirement for agencies to use the services found in the pricing file.</i>	Our most effective client solutions utilize full-time labor (working 40 hours per week). We would like to set our minimum at utilizing 40 hours per week of labor.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	We do not typically offer financial incentives at the front end. Our model is based on hiring the best people, utilizing our proven processes and management to exceed our customers' expectations. When hiring the best people, we sometimes pay more in wages and benefits. Our customers are incentivized to use our service because of the results we achieve within their budget constraints. We can typically save our customers money by hiring, training, and managing more productive people. This will be seen when agencies evaluate our Target Costs vs. a competitive bid.
Ability of Customers to verify that they received contract pricing	<i>If utilizing the cost and incentive fee pricing model, describe your ability to forecast costs accurately. Provide a one page example cost estimation.</i>	We are able to forecast costs extremely accurately. Most of our contracts are multi-million dollars with multiple years. Therefore, by the nature of our business, it is imperative that we can estimate future costs within these multi-year contracts. Our Recruiting department assists in determining wage costs. We are able to forecast our benefit costs (healthcare, 401k, paid time off, and holiday pay). We develop a customized labor plan for each contract to make sure we have accurately accounted for our labor cost. An Example is provided in Appendix A
	<i>If using the cost and incentive fee pricing model, describe your ability to provide itemized reports showing actual costs for agencies' due diligence purposes. Provide a one-page example cost report.</i>	We have many large and complex customers that have specific invoicing requirements that we are able to comply with. We can provide itemized reports that show actual costs. An Example is provided in Appendix A
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Our invoicing process is easy and straight forward. We also offer customized invoicing if an agency has a specific need. We invoice the agency after the month of service. We invoice each month. Payment terms are typically net 30. The invoice will reflect the agreed upon costs. The format of the invoice will be reviewed and approved by the agency. We accept the following payment methods: ACH/EFT and Check
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

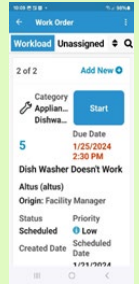
<p>Service quality and features</p>	<p><i>Please provide a high-level overview of the services being offered and how they address the scope being requested herein.</i></p>	<p>Marsden was founded as a premier janitorial service provider in 1952 in St Paul, MN. It was important to our founder (Skip Marsden) to develop his people and provide them with career advancement opportunities. This is still an important part of our culture today.</p> <p>Marsden has grown organically and through acquisition. Marsden’s first acquisition was a security company (American Security). As Marsden has grown into a national service provider, we realized the need to not only acquire security and janitorial companies, but the need to also acquire mechanical companies. To date, we have acquired Palen Kimble and Signature Plumbing in MN and Sun State Mechanical in AZ. These acquisitions along with our organic growth have helped us to evolve into a total Facility Management service provider.</p> <p>The additional services we offer has helped us to continue to develop career paths for our front-line staff. This is an important part of our associate engagement and retention plan.</p> 
	<p><i>Outline relevant facility certifications and licenses your organization holds.</i></p>	<p>Janitorial Services: Several of our janitorial service operating companies are CIMS certified. CIMS is a certification from ISSA (International Sanitary Supply Association). It is similar to ISO9000 for cleaning companies.</p> <p>Integrated Facility Services (IFS): Several of our personnel are IFMA CFM Certified and have FMP Designations.</p> <p>Certs./licenses (HVAC/Plumbing) Gas A Refrigeration A RVentilation RWarm Air Plumbing/Gas fitting Steam fitting A ASSE Certified Backflow MedGas</p> <p>Marsden Central (MN, WI, IL, IA, NE, SD, & ND) Water/Mold/Smoke Remediation TCHEST Certified Healthcare environmental service technician program Journeyman High Rise Window Cleaning</p> <p>Contractor Licenses (Restoration) Idaho Iowa Nevada City of Scottsdale, AZ Louisiana Arizona Washington</p>

		<p>Marsden owns mechanical companies in AZ and MN. We have the ability to self-perform technical HVAC and plumbing in these states. In other states, we utilize our mechanical contractor network.</p>
	<p><i>Describe your quality control processes and standards for ensuring consistent service delivery.</i></p>	<p>Our quality control and standard delivery process is centered around measuring the completion of tasks (SOW) and overall customer satisfaction. We measure and manage variables in the following categories to make sure we are effectively serving our customers: Safety, Quality, Cost, Delivery, and Morale. We refer to these collectively as SQCDM. These become our KPIs at many of our accounts. We customize our KPIs depending on our client's needs.</p> <p>We have web-based software that assists us in collecting most of our data. Our data can then be reported in Power BI dashboards for our managers and clients to view.</p> <p>Labor Management (pre quality control): Our labor management includes time keeping, associate contact information, and the ability to send messages to different teams within an account. Alerts are sent when associates do not clock-in on time. Our system has additional HR functionality that helps us track associate training. It also sends alerts when training is due (i.e. Blood Borne Pathogen training). Our associate morale survey is part of labor management. This survey is sent out electronically to our associates. We also provide paper copies to fill out if that is an easier format for them.</p> <p>Work Orders / Service Requests: Our software captures work orders and service requests. These can be created from a smart phone and assigned with priority levels. We can also track time to complete.</p> <p><u>SQCDM (Safety, Quality, Cost, Delivery, & Morale)</u></p> <p>S (Safety): We perform safety audits, track safety training that is performed on site, and near misses. We utilize near misses to engage our team on the importance of safety. We also set safety performance goals and track and report on those goals on a monthly basis.</p> <p>Q (Quality): We perform formal quality inspections using our web-based software. We set quality performance goals and report actual v. goal. We also measure workorder completion time. We set goals, and report actual v. goal. We have the ability to also illustrate work orders by type and quality concerns by time to provide actionable data to illustrate potential problems before they become a trend.</p> <p>Our client survey is sent out 2 times per year for those clients that choose to utilize it. It is sent out during the same time period as our Associate Survey. Our client survey is sent to decision leaders within your facilities.</p> <p>C (Cost):</p> 

Within Cost, we are measuring on time and accurate invoicing. The is also an area within many of our QBRs that we discuss cost savings and efficiency projects, as well as any changes to the scope of work that are needed. All changes to scope of work are approved by the client.

D (Delivery):

Delivery is where we illustrate the completion of our project work. We schedule our projects within our web-based Project Calendar. We utilize our project calendar to schedule everything from our routine PMs to floor care projects. We can report on time completion for this metric.



M (Morale):

This is where we track and measure the morale of our associates. We measure our associate retention on a monthly basis and accumulate this number over the year. We also measure length of service. The most important metric in this section is our 13 question Associate Survey. This survey is sent out 2 times per year and coincides with our client satisfaction survey. Our Associate Survey is a 13-question survey that builds on a Maslow-Hierarchy of needs (it starts with; do I know what is expected of me, and ends with have you had opportunities to learn and grow at work)

Question	Strongly Dislike	Dislike	Like	Strongly Like
1. Do I know what is expected of me at work?	4	3	2	1
2. Do I have the materials and equipment I need to do my work right?	4	3	2	1
3. At work, do I have the opportunity to do what I do best every day?	4	3	2	1
4. In the last 7 days, have I received recognition or praise for doing good work?	4	3	2	1
5. Does my supervisor, or someone at work, seem to care about me as a person?	4	3	2	1
6. Is there someone at work who encourages my development?	4	3	2	1
7. At work, do my opinions seem to count?	4	3	2	1
8. Does the mission / purpose of my company make me feel my job is important?	4	3	2	1
9. Do you understand your role in helping the company's goal of serving the client?	4	3	2	1
10. Are my co-workers committed to doing quality work?	4	3	2	1
11. Do I have a best friend at work?	4	3	2	1
12. In the last 6 months, has someone at work talked to me about my progress?	4	3	2	1
13. Have I had the opportunities at work to learn and grow during this past year?	4	3	2	1

Associate Survey Questions:

1. Do I know what is expected of me at work?
2. Do I have the materials and equipment I need to do my work right?
3. At work, do I have the opportunity to do what I do best every day?
4. In the last 7 days, have I received recognition or praise for doing good work?
5. Does my supervisor, or someone at work, seem to care about me as a person?
6. Is there someone at work who encourages my development?
7. At work, do my opinions seem to count?
8. Does the mission / purpose of my company make me feel my job is important?
9. Do you understand your role in helping the company's goal of serving the client?
10. Are my co-workers committed to doing quality work?
11. Do I have a best friend at work?
12. In the last 6 months, has someone at work talked to me about my progress?
13. Have I had the opportunities at work to learn and grow during this past year?

We see a strong correlation in our SQCDM metrics and our clients overall satisfaction. Therefore, most of our QBR are a reporting and discussion of each of the metrics within Safety, Quality, Cost, Delivery, and Morale.

Describe your organization's approach to continuous improvement and innovation in facilities management services.

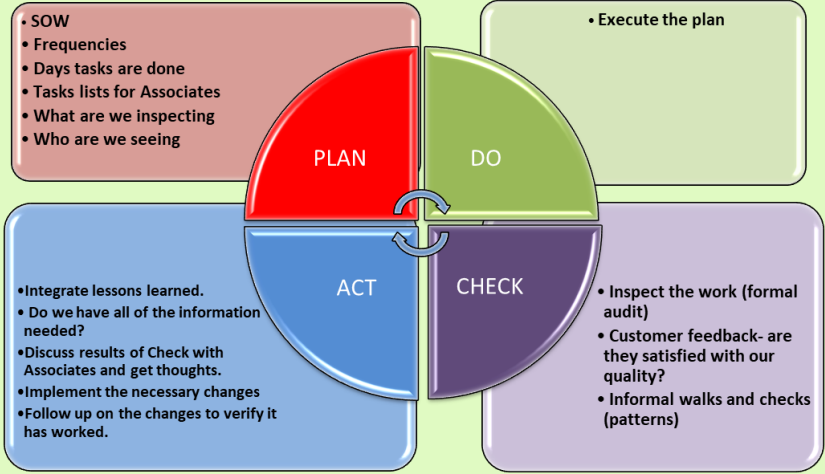
Continuous improvement is important to us and our service delivery. The framework for our continuous improvement plans are based on PDCA: Plan, Do, Check, Act

Typically, the first step in the process is what we refer to as "take it to the spot". This is when a member of our management team goes to the area where a service concern happened to truly understand what is happening. This is also known as the Gemba walk. We start asking our 5 whys to understand the variables of the issue.

We then begin to address our follow up process. We have included our PDCA chart below and have listed the summary of items we will be addressing.

Plan

		<p>We have operating task list and schedules in place that match our SOW. We are making a revision that shows the day of the week that weekly tasks are being done. This has not been spelled out specifically enough in our checklist. This will allow us to gain more consistency and aid our Checking of the work by having clear expectations with our staff on the exact day and for leadership to be able to check quality more effectively.</p> <p>We implement a schedule for the week that clearly shows what areas we are checking and auditing each day. The list will be established at the beginning of each week and will be based on patterns we are observing during our previous audits, from follow-up conversations with customers, and from items that may be reported to us.</p> <p>Do We will execute the plan.</p> <p>Check We will be auditing the facility on a daily basis utilizing the above-mentioned schedule and imputing information into our web based auditing tool. This will allow us to better see trends and patterns and then allow for course correction as needed. We can share audit results with clients.</p> <p>We will perform the audits in several ways. A- we will inspect areas on our own to judge the quality of work. B- We will inspect areas along with the cleaning tech to use as a teaching aid for the tech. This will allow them to clearly see on the spot how well they are performing their tasks, as well as lead to quicker correction.</p> <p>We will follow up with contacts to quantify their experiences with our services. We want to ensure we are allowing them to address concerns they have, positives that have happened and any needs that they have. This information will aid us in our service delivery model to provide them the consistency in our service.</p> <p>Act The key component to this is talking with our techs. We want to have open communication on where there are still issues, what solutions they may have, our solutions, and then make the adjustment.</p> <p>We will then make any adjustments to the programs based on these findings. We will also integrate any lessons learned into our processes.</p> <p>Check process changes to get to resolution.</p> <p>Below is our PDCA plan in a summary form. The detailed information is in the above listings.</p> <p>KAIZEN</p>
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		 <p>We are able to offer innovative solutions in Facility Management Services by sharing best practices with our operational counterparts around the country. In addition, we are members of APPA, IFMA, ISSA, BOMA, and the BSCAI. These organizations also share ideas and best practices.</p>
	<p>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</p>	<p>We have over 50 offices across the country. They are listed below.</p> <p>Marsden Services, L.L.C. 2124 University Ave. W. St. Paul, MN 55114</p> <p>Marsden Central Main Office: 1717 University Ave. W. St. Paul, MN 55114</p> <p>Marsden Central Des Moines, IA 2801 Bell Avenue Des Moines, IA 50321</p> <p>Marsden Central Omaha, NE - 13217 F Street Omaha, NE 68137</p> <p>Marsden Central Rochester, MN 15 Civic Center Drive NE Rochester, MN 55904</p> <p>Marsden Central Duluth, MN 4511 W. First Street, STE 5 Duluth, MN 55807</p>

Marsden Central St. Cloud, MN

3900 Roosevelt Road, STE 102
St. Cloud, MN 56301

Marsden Central Sioux Falls, SD

5511 N. Quarry Ave., Suite 201
Sioux Falls, SD 57104

Marsden Central Sacramento, CA

3722 Happy Lane, STE 20
Sacramento, CA 95827

Clean Power, L.L.C. Main Office:

2077 South 116th Street
West Allis, WI 53227

Clean Power Appleton, WI

3011 East Capitol Drive
Appleton, WI 54911

Clean Power Racine, WI

601 Lake Avenue
Racine, WI 53403

Clean Power Stevens Point, WI

2607 Post Road, STE 7
Stevens Point, WI 54481

Clean Power Eau Claire, WI

1737 Westgate Rd.
Eau Claire, WI 54703

Clean Power Madison, WI

2842 Progress Rd.
Madison, WI 53716

Clean Power Sheboygan, WI

4736 S. Taylor Drive
Sheboygan, WI 53081

Clean Power Wausau, WI

2712 Stewart Ave.
Wausau, WI 54401

Clean Power Bloomington, IL

3004 Gill St.

	<p>Bloomington, IL 61704</p> <p>Scioto, L.L.C. Main Office: 65 Kingston Avenue Columbus, OH 43207</p> <p>Scioto Cincinnati, OH 4040 Rev Drive Cincinnati, OH 45232</p> <p>Scioto Middleburg Heights, OH 6751 Engle Road, STE H Middleburg Heights, OH 44130</p> <p>Scioto Dayton, OH 2843 Culver Avenue Dayton, OH 45429</p> <p>Scioto Bellaire, OH 3494 Noble St. Bellaire, OH 43906</p> <p>Scioto Parkersburg, WV 430 29TH St., STE D Parkersburg, WV 26101</p> <p>Scioto Putnam County, WV 105 Erskine Ln., STE 105B Scott Depot, WV 25560</p> <p>National Maintenance Contractors, L.L.C. Main Office: 34004 9th Ave. S., Suite B110 Federal Way, WA 98003</p> <p>National Maintenance Contractors Spokane, WA 5227 E. Trent Avenue Spokane, WA 99212 Phone: (509) 315-9862</p> <p>National Maintenance Contractors Spokane, WA 9221 N. Division, Suite D Spokane, WA 99218</p> <p>National Maintenance Contractors Kennewick, WA 7103 W. Clearwater Ave., STE D Kennewick, WA 99336</p>
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CBM Systems, L.L.C. Main Office:

7409 SW Tech Center Drive, STE 100
Tigard, OR 97223

Haynes Building Service, L.L.C. Main Office:

16027 Arrow Highway, STE I
Irwindale, CA 91706

Haynes Building Service San Diego, CA

7945 Dunbrook Rd., STE E
San Diego, CA 92126

Haynes Building Service Sacramento, CA

3722 Happy Lane, STE 40
Sacramento, CA 95827

Haynes Building Service Santa Clarita, CA

26376 Ruether Ave.
Santa Clarita, CA 91350

Haynes Building Service Tempe, AZ (Pro Serv)

2507 W. Erie Drive, Suite 103
Tempe, AZ 85282

Marsden South, L.L.C. Main Office:

11000 S. Wilcrest Drive, STE 127
Houston, TX 77099

Marsden South Pompano Beach

1388 SW 8th St.
Pompano Beach, FL 33069

Marsden South Freeport, TX

1744 W. 4th St., STE 204
Freeport, TX 77541

Marsden South Orlando, FL

2200 Forsyth Road, Unit A2
Orlando, FL 32807

Marsden Northeast, L.L.C. Main Office:

3004 Gill St.
Bloomington, IL 61704

Final Touch, L.L.C. Main Office:

1717 University Ave. W.
St. Paul, MN 55104

Palen Kimball, L.L.C. Main Office:

1717 University Ave. W.
St. Paul, MN 55104

Palen Kimball Spring Lake Park, MN

8260 Arthur St. NE, STE A
Spring Lake Park, MN 55432

Al's Window Cleaning, L.L.C. Main Office:

12020 W. Ripley Ave.
Wauwatosa, WI 53226

Marsden Mechanical, L.L.C Main Office:

2507 W. Erie Drive, STE 103
Tempe, AZ 85282

Caledonian Building Services, L.L.C. Main Office:

47 Rickenbacker Circle
Livermore, CA 94551

Caledonian Building Services San Leandro, CA

1937 Davis St.
San Leandro, CA 94577

American Security, L.L.C. Main Office:

1717 University Ave. W.
St. Paul, MN 55114

American Security Des Moines, IA

2801 Bell Avenue
Des Moines, IA 50321
Phone: (515) 245-4350

American Security West Allis, WI

2077 South 116th Street
West Allis, WI 53227

American Security Omaha, NE







13217 F Street
Omaha, NE 68137

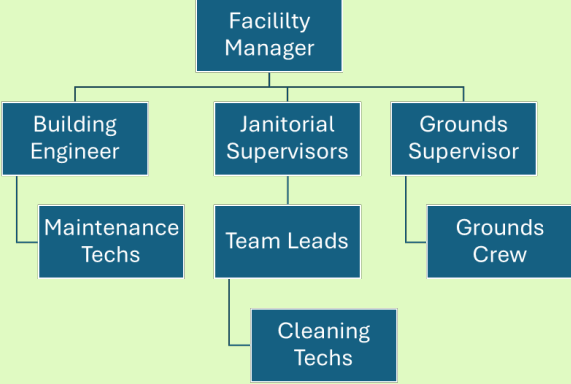
American Security Winter Park, FL

1313 W. Fairbanks Ave., STE 200A

	<p>Winter Park, FL 32789</p> <p>American Security Rochester, MN 15 Civic Center Dr. NE Rochester, MN 55904</p> <p>American Security Tempe, AZ 2507 W. Erie Drive, STE 103 Tempe, AZ 85282</p> <p>American Security Miramar, FL 1388 SW 8th St. Pompano Beach, FL 33069</p> <p>American Security St. Louis, MO 314 North Jefferson Ave. St. Louis, MO 63103</p> <p>American Security Venice, LA 40412 A River Rd. Venice, LA 70091</p> <p>American Security Broussard, LA 406 East Madison St. Broussard, LA 70518</p> <p>American Security Pascagoula, MS 5912 Old Mobile Highway 7, STE 7 Pascagoula, MS 39581</p> <p>Tier-One Property Service, LLC Main Office: 1100 S. Wilcrest Dr., STE 125 Houston, TX 77099</p> <p>Tier-One Property Service Dallas, TX 7610 N. Stemmons Suite #335 Dallas, TX 75247</p> <p>Tier-One Property Service Marysville, OH 405 South Oak Street Marysville, OH 43040 Phone: (937) 644-0888</p> <p>Tier-One Property Service Kansas City, MO 8601 E. 63rd Street</p>
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	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>Kansas City, MO 64133</p> <p>Marsden is a fully Integrated Facility Services (IFS) provider with significant technical capabilities. We have the ability to become a total Facility Management solution for an agency. We can also be utilized to outsource specific maintenance positions, such as a Facility Manager or Maintenance Tech. We can also be utilized to provide a specific service, such as janitorial.</p> <p>Some of our value added technical capabilities are listed below. We self-perform these services in AZ and MN. We can consult with you and/or sub-contract these services in all other states:</p> <ul style="list-style-type: none"> • Preventative Maintenance • Filtration & Ventilation • Central Chiller Systems • Cooling Towers • Package & Split Systems • Evaporative Coolers • Compressors • Conversion of Central Air Systems to Individual Split Package Air Conditioners • Energy Conservation Consulting • Facility & Equipment Evaluation • Energy Audits, Systems Solutions, & Management Controls • Industrial Ammonia Refrigeration Systems • Integrated Controls Systems • Emergency Services • Drain Cleaning & Drain Jetting • Toilet, Sinks, Faucets, & Flush Valves • Sewer Lines Repaired & Replaced • Water Services Repaired & Replaced • Video Inspection Services • Underslab Leak Location • Backflow Devices & Inspections • Gas Piping Repaired & Replaced • Medical Gas Piping & Inspections • Tankless Water Heater, Lift Stations, Sump Pumps, Pumps System & Booster, and Tampering Valves
<p>Cost-saving strategies</p>	<p><i>Outline cost-saving strategies or innovative approaches your organization employs to minimize expenses while maintaining quality service levels.</i></p>	<p>We owe a lot of our success to our long-term clients that have helped us learn how to be innovative and cost effective. Honda of America Manufacturing is one of these clients. We have been their janitorial service provider since they opened their first automotive production plant in the United States in 1981.</p> <p>We have been their service provider since 1981 because of our ability to employ innovative strategies to save them money over the years. We accomplish this by building it into our culture.</p> <p>It is purposefully built into our CULTURE by focusing on 3 things on a daily basis: People, Process, & Management</p>

		<p>People: We appreciate, respect, and invest in our labor force. We treat our employees with dignity and provide them with a positive company culture. We also offer competitive benefits packages and opportunities for career growth. Our staff take pride in their work and their ability to serve our clients.</p> <p>Process: We develop a defined, site-specific approach for each client facility that implements best practices and allows us to provide consistent results every shift.</p> <p>Management: We use advanced technologies and industry-leading labor management techniques to measure performance, gain efficiencies, and provide exceptional service. Above all, our management teams understand how to work with people and get the best out of them.</p> <p>When we have all of the right people working together, we are able to reduce costs. Since our front line is part of the process, they generate ideas to help us reduce costs. We pay our front-line associates more than the competition and offer them benefits. This helps to engage them in the process. They know when we reduce our labor, the result helps us to pass along pay increases to them.</p>
	<p><i>Outline any value-added services or programs your organization offers that could potentially reduce costs or improve operational efficiencies.</i></p>	<p>An example of our value added service in our janitorial business is a process called the TECH Program. TECH stands for Teach Easy Cleaning Habits. The program is designed to deliver consistent efficient results by breaking down our clients scope of work into easy to understand tasks. These tasks are then put into Route Cards. Each route is designed with the proper supplies and equipment. Each Route Card describes the task to be completed as well as the general timing it should take to run the route. See the example below.</p> <div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <h4 style="text-align: center;">Why it Matters</h4> <div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div> <p>CONSISTENCY</p> <p>TECH eliminates the variables from one cleaner to the next, ensuring uniform performance.</p> </div> </div> <div style="display: flex; align-items: center;">  <div> <p>EFFICIENCY</p> <p>TECH's best practice method for cleaning each area ensures time and energy are not wasted.</p> </div> </div> <div style="display: flex; align-items: center;">  <div> <p>OWNERSHIP</p> <p>Each cleaner assigned an area of responsibility, which instills a sense of ownership.</p> </div> </div> </div> <div style="width: 45%;"> <h4 style="text-align: center;">How it Works</h4> <div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div> <p>TASKS</p> <p>TECH specifies everything that needs to be done at the site in a certain order.</p> </div> </div> <div style="display: flex; align-items: center;">  <div> <p>ROUTE</p> <p>Cleaners are taught the most efficient path and cleaning method for each area.</p> </div> </div> <div style="display: flex; align-items: center;">  <div> <p>SUPPLIES</p> <p>TECH incorporates the best equipment and chemicals to use at each site.</p> </div> </div> </div> </div> <p>TECH Program - Route Card Example:</p> </div></div>

		 <pre> graph TD FM[Facility Manager] --> BE[Building Engineer] FM --> JS[Janitorial Supervisors] FM --> GS[Grounds Supervisor] BE --> MT[Maintenance Techs] JS --> TL[Team Leads] JS --> CT[Cleaning Techs] GS --> GC[Grounds Crew] </pre> <p>Differentiator – TEAM LEADER Position: One of the differences with our management model is the Team Leader position. In our opinion, this position is critical to the successful deployment of a janitorial solution. This position is the eyes and ears of management. They help to set pace and are key in providing on-the-job training to new cleaning techs. Additionally, we have learned over the years that it is important to have a pre-management position. The Team Leader does not have the hire, fire, and disciplinary responsibilities. This is helpful with the career development of our cleaning techs. This becomes their first step into a management position without feeling all of the pressures of management and supervision.</p>
	<p><i>Describe your background check and screening processes you have in place for employees.</i></p>	<p>We do business with a lot of government agencies and fortune 100 companies that have very strict background check processes. Many of our non-government clients are financial services and banking customers like JP Morgan Chase, Fidelity, Capital One, & Wells Fargo that require additional background checks. One example of this is AOA for airports. In these cases, we follow our clients background check process.</p> <p>Our standard process is to require 2 forms of ID to begin the process. We perform a national background check. We also utilize E-Verify to make sure the applicant is legal to work in the US. We utilize both IDs to make sure all information matches with E-Verify. We also perform FBI/BCI background checks for many of our government contracts – especially our K-12 school customers.</p>
	<p><i>Describe your strategies for recruiting and retaining qualified staff members. When engaging with a new customer, outline any strategy or approach to retaining existing employees.</i></p>	<p>Our entire recruiting and operational approach is based on hiring the best possible people and retaining them.</p> <p>We have full-time professional recruiters that perform the initial interview and determine if the applicant is a fit for the position. Our recruiters work with our Operations and Sales Teams to make sure they understand each job. By understanding each job, it is easier for them to find people that will be a fit. When we have a good fit, we have a higher probability of retaining.</p> <p>Our recruiters utilize Fountain software, this technology makes it easier for each applicant to communicate with us during the recruiting process. This technology also helps our recruiters have purposeful conversations with each applicant that appears to be a potential fit.</p> <p>A “Fit” is someone that matches our company culture:</p> <ul style="list-style-type: none"> ✓ Self-respect ✓ Professional attitude

		<ul style="list-style-type: none"> ✓ Takes pride and satisfaction in their work ✓ Flexible and friendly <p><u>Differentiator – Marsden’s Management site management team performs on site interview and makes final hire decision.</u></p> <p>Before we started using Fountain, our recruiters were spending too much time on administrative tasks and too much time talking to the wrong candidates. Now, our recruiters have time to provide helpful information to our new applicants to get them to the jobsite for their site interview with our Operations and Management team. Most companies in our industry don’t perform multiple interviews. Our onsite management team makes the final hiring decision.</p> <p>Our recruiting team also follows up with the applicant after their interview and after their first few days on the job. We have found that these extra touch points have improved our overall retention numbers.</p> <p>Hiring the right people the first time is just the first step in our retention program. We have engagement programs that are designed to help our Operational and Management teams retain our front-line workforce. The most impactful program is our training and development programs that help us to career path our workforce. One of the initial promises we make our new cleaning tech is that they can have a career with us. We have example after example of our front-line associates developing careers with us.</p> <p>Our CEO (Guy Mingo) started with us in the late 1970s as a part time cleaner. He became a supervisor and continued to work his way up through the organization. We have multiple Division Presidents and VP’s of Operations that started the same way.</p> <p>As discussed in the previous section (Labor Management & Quality Control), we measure the morale of our associates as part of SQCDM. Our Associate Survey is detailed in that section. We also measure turnover and length of service to make sure our site management is retaining our front-line associates.</p>
	<p><i>Outline any training and development programs available for staff members.</i></p>	<p>Every new Marsden employee goes through a multi-step training process. They complete hours of education and practice before commencing work. The result is a workforce that is knowledgeable, efficient, consistent, and highly skilled.</p> <p>Our training enables our employees to deliver quality, customer-focused services. Our committed cleaning team provides:</p> <ul style="list-style-type: none"> • The highest level of quality • Associates who demonstrate accountability and ownership in their work • An emphasis on safety, best practices, and proper techniques • Efficient methods and a subsequent reduction in costs • Consistent performance through training specific methods <p><u>Classroom Training</u></p> <p>The first portion of the training program takes place in a classroom. Classroom training focuses on introducing employees to Marsden’s culture and emphasizing safety. By carefully covering safe practices before an employee begins any physical training, we ensure employees start their Marsden careers with safety in mind.</p> <p>There are test questions after each section to ensure comprehension. Once new employees have satisfactorily completed the first tier of training, they’re given a new employee orientation assessment before commencing onsite training. During classroom orientation and training, new employees learn:</p> <ul style="list-style-type: none"> • Company policies and procedures • Employee “Right to Know” information • Blood borne pathogens safety procedures (if applicable) • Safe use of all products and equipment

- Back care and safety techniques
- Recommended lifting techniques
- Use of Safety Data Sheets (SDS)
- Occupational Safety and Health Administration (OSHA) labeling
- Environmentally conscious cleaning techniques

Technical Training

Upon the successful completion of the assessment, new employees begin their onsite technical training, which includes:

- Standardized cleaning methods
- Site-specific training and safety protocols
- Safety training
- Human resources policies
- Training on customer service skills, called Marsden’s Star Service© program
- Proper use of equipment
- Advanced industry training
- Supervisory skills
- Management development

A key aspect of onsite training is a specialized two-hour course led by our Human Resource (HR) personnel on Marsden’s Star Service© program. This program is unique to Marsden and reminds our personnel to incorporate customer service into their daily routines. By doing so, we create a company-wide culture that recognizes the vital importance of building relationships with our customers.

During the onsite training, new employees are also able to build upon classroom learning. By watching trainers’ model correct techniques and demonstrate safe practices, new employees can visualize what they’re learning. This prepares them to practice these procedures and techniques themselves in the final step of training.

Procedural Training

The final stage in our training program is for employees to receive one-on-one instruction during procedural training. This ensures employees have retained what they’ve learned, and they can execute it.

During the hands-on training, a designated trainer works side by side with the new cleaner, and as they clean, the new employee is taught:

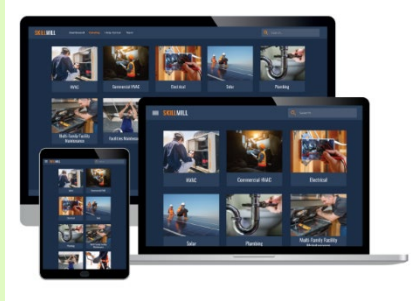
- Marsden’s unique cleaning system, called “Teach Easy Cleaning Habits” (TECH)
- A specific cleaning system that is the same for all cleaners
- A schedule for performing periodic tasks

In addition to the initial training programs, all our staff are expected to complete ongoing training and annual refresher training courses. All training records are stored with our HR department and monitored for compliance.



Supervisor Training

We provide thorough training at every level of our organization. All management personnel complete the Marsden University© Manager’s Training, an extensive career-training curriculum covering:

		<ul style="list-style-type: none"> • Management Training Core Curriculum – managers and supervisors are required to complete 40 hours per year • Managing cultural diversity • Creating a respectful workplace • Discipline and termination policies • Conducting performance reviews • Effective oral and written communication strategies • Customer relations • Leadership and motivation Skills • Chemical and equipment safety • OSHA regulations and certification programs • Right-to-Know laws • Blood borne pathogens and hazmat certifications <p><u>Skill Based Training & Virtual Technical Support</u> We utilize Interplay Learning for our skill based training and virtual technical support. This helps us to ramp up our greener techs faster and helps to teach a broader set of skills. This also provides more confidence amongst techs to diagnose and fix jobs properly the first time.</p>  <p>We utilize Aubrey Daniels and Franklin Covey for our executive management training. We also have a Marsden University web site (Skillsoft) where management and associates can take classes.</p>
Integration with other platforms		<p>Our computer systems have been able to integrate with any of customers’ systems. We can integrate with anything, whether its directly one to one via APIs or we can take data in/out of our Data Warehouse if needed to get the data where it needs to go. .</p>
	<p><i>Outline any technology and software solutions your organization uses to support facility management services.</i></p>	<p>We currently use eHub from Team Software as our main labor management tool. We also use Great Plains accounting software. Our IFS team utilizes YARDI for work orders. We are beginning a Salesforce integration. Salesforce will become our main API.</p>
Customer implementation and support plan	<p><i>Describe your company’s implementation and training plan for new customers, including a general timeline for implementation services.</i></p>	<p>For a full service implantation of Integrated Facility Management (IFS) where we are employing a Facility Manager, Maintenance Techs, and providing a managed janitorial service program, our typical implementation is 60 days.</p> <p>However, if an agency is implementing just one (1) service line, such as Janitorial, security, or a maintenance position, the implementation timeline is 30 days. The implementation increases to 60 days only when we become your full service FM provider.</p> <p>Each of our client’s facilities are unique. Therefore, we put together a customized transition plan based on the needs of each facility. Each plan is based on providing communication throughout the process.</p>

		<p>Our implementation plan is based on developing Operational, Human Resources, Supplies & Equipment, Security, and Safety programs. A significant portion of information is collected during the selling process. Therefore, in most cases, we are implementing a specific plan and communicating results during our transition.</p> <p>There typically is not any training that is needed for our customers.</p> <p>We typically request short weekly meetings to provide status updates to the client. These meetings occur prior to a transition date and occur 2 to 4 weeks post transition. In most cases, our teams are able to transition accounts with minimal time from our customers. We are able to gather information from our weekly meetings and our site tours.</p> <p>Therefore, our transitions are seamless and do not require a significant investment of time from our clients. We typically transition over 60 MM SF per year.</p>
<p>Security protocols and privacy protection</p>	<p><i>Please describe protocols taken to ensure the protection of privacy and data, particularly personal identifiable information of both internal and external stakeholders.</i></p>	<p>The overarching objective of information security is to develop, implement and manage a security program that achieves six basic outcomes of effective security governance:</p> <ol style="list-style-type: none"> 1. Strategic alignment with business strategy to support organizational objectives. 2. Execute appropriate risk management measures to protect the confidentiality, integrity, and availability of critical information and systems. 3. Optimize security investment for value delivery. 4. Develop security architecture(s) to effectively and efficiently manage critical infrastructure resources. 5. Monitor and report on information security processes to ensure objectives are achieved. 6. Integrate all relevant assurance factors to ensure that processes operate as intended, end-to-end. <p>This document outlines the Marsden Services Information Security Program. It establishes a comprehensive program to assess electronic and physical means of accessing, gathering, storing, utilizing, transmitting, and safeguarding information assets and technological resources within Marsden Services. The objective is to ensure uniform implementation across all divisions of the organization. This risk-based Program extends to any satellite locations operated by Marsden Services. Embracing this Program guarantees the adoption and upkeep of robust information security measures, thereby protecting invaluable assets of Marsden Services, including information, personnel, identities, applications, and infrastructure. Depending on their role, each employee will have specific responsibilities in maintaining and adhering to this program.</p> <p>The Marsden Services information security program is meticulously crafted to uphold the protection and confidentiality, integrity, availability, accountability, and auditability of Marsden Services' information assets. This program encompasses various activities, projects, and initiatives to develop the program, execute the strategy, and oversee the outcomes. The overarching goal is to facilitate the operations of Marsden Services, its employees, partners, customers, and stakeholders, enabling them to engage in teaching, learning, research, and business activities while exchanging information securely within a meticulously managed risk environment. The program extends its coverage to all computing resources and information assets within Marsden Services, including those overseen by administrative personnel, various departments, and third-party managed services. It applies universally to all individuals using, maintaining, or managing Marsden Services' business processes, applications, and infrastructure.</p> <p>Marsden Services handles a diverse array of sensitive data, encompassing Personally Identifiable Information (PII), financial records, including data subject to GLBA regulations, and credit card information governed by PCI DSS standards. Safeguarding this information against unauthorized access and disclosure is paramount, necessitating a comprehensive comprehension of its characteristics,</p>

		<p>locations, creation methods, transmission channels, sharing protocols, storage procedures, deletion processes, and eventual destruction methods. It is imperative to recognize that ownership of university/business information lies with those ultimately accountable for the corresponding business processes.</p> <p>The information security program largely adapts to the National Institute for Standards and Technology (NIST), “Framework for Improving Critical Infrastructure Cybersecurity”, for managing Marsden’s information assets. The framework is a flexible, risk-based implementation that can be used with a broad array of information security risk management processes. Adapting the framework allows Marsden to establish a roadmap for reducing risk that reflects university risk management priorities.</p>					
Customer service/problem resolution	<i>Describe your company’s Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p>Marsden has a 24/7/365 Customer Service Center. Each client that is set up within this call center has a pre-designated phone tree.</p> <p>Our Account Managers and Operational Management team also provide a customer service function. Most of our customers contact their Account Manager directly. Our Account Managers are trained to respond to all customer service issues. Our management teams typically work 1st shift. We also have operational management that works 2nd shift. Therefore, most of our accounts are covered by someone they are familiar with from 8 am until about midnight.</p>					
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	<p>Since we are a private company, we consider our financial statements confidential and proprietary information. We are happy to share our financial statements upon signing a NDA.</p> <p>Marsden has a \$125 million revolving line of credit to meet the liquidity needs of our consolidated company. Marsden participates in a consolidates cash management process. Under this process our holding company and its subsidiaries utilize zero balance accounts (ZBAs), and these accounts are zero balanced daily. Our holding company maintains excess cash generated by its subsidiaries’ operations and provides cash to meet its subsidiaries’ utilizing the revolving line of credit as needed.</p> <p>Our financial stability is evidenced by our:</p> <ul style="list-style-type: none"> • Strong balance sheet • Low total debt to equity ratio • Revenue to retained earnings growth • Strong operating cash flows • \$125 million line of credit with \$106 million unused and currently available <p>A letter from our bank is included in Appendix A</p>					
	<i>What was your annual sales volume over last three (3) years?</i>	<table border="1"> <tr> <td>2021</td> <td>\$418,221,238</td> </tr> <tr> <td>2022</td> <td>\$492,523,100</td> </tr> <tr> <td>2023</td> <td>\$528,627,550</td> </tr> </table>	2021	\$418,221,238	2022	\$492,523,100	2023
2021	\$418,221,238						
2022	\$492,523,100						
2023	\$528,627,550						

Other factors relevant to this section as submitted by the Respondent

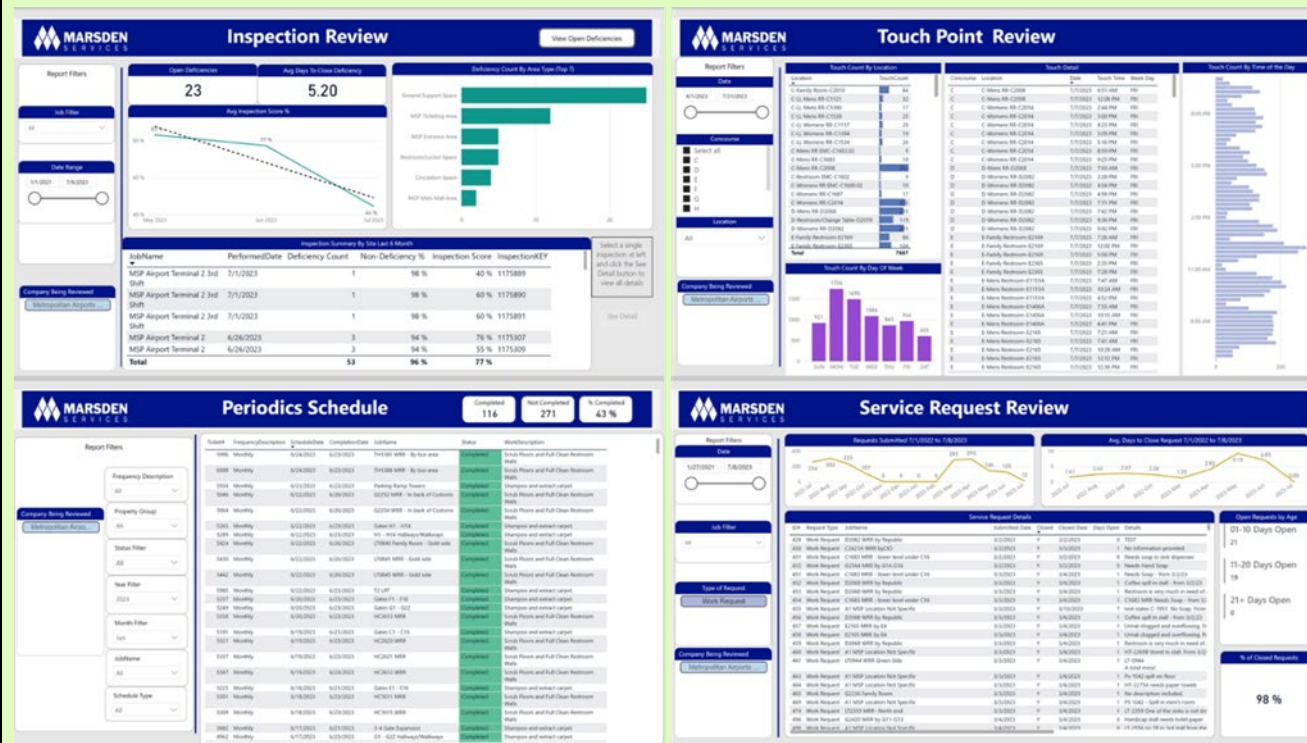
Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency

Since we utilize cloud based software to collect a majority of our data, we have almost endless capacity and capability to provide all types of management reports.

Our associates clock in via our eHub mobile software, therefore we provide time and attendance reports. We can also provide all types of reporting on service quality. This includes on-time completion of work orders and projects.

Some examples of different types reporting capabilities are illustrated below and include:

1. Inspections – janitorial quality inspection by area type
2. Touch Point (NFC tag validation): cleaning time in specific areas
3. Period Schedule – showing completion of scheduled work
4. Service Request – illustrating completion rates



Provide your safety record, safety rating, EMR and worker's compensation rate where available.


TRIR = 1.54
EMR = .73

Qualification and Experience (25 Points)

Respondent reputation in the marketplace

Provide a link to your company's website

www.marsden.com

	<p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>Adrian “Skip” Marsden began cleaning buildings with just a mop and a station wagon in 1952. He began a tradition of accountability and impeccable customer service that remains the backbone of our business model to this day. His customer-first approach ensured that Marsden provided the most effective facility services available at a price that was fair and sustainable to clients, as well as workers.</p> <p>Today, Marsden Services is a facility services company that provides janitorial, security, building maintenance, and specialty property services to clients throughout the United States. As a highly experienced Building Services Contractor, we have the flexibility to provide customized services to small and large clients alike, including those with multi-state or multi-regional footprints. We enjoy an unmatched reputation for preserving property value by helping facility and property managers maintain safe, clean, and efficient facilities.</p> <p>Marsden is one of the largest privately held janitorial companies in the country. We have grown to a company of over \$500 million dollars in annual sales with 11,500 employees nationwide. Nonetheless, we have maintained our “people first” mentality. We continue to reinforce this by fostering a positive environment in which the founding values of Skip Marsden are paramount. In short, <u>we keep our promises.</u></p> 
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>No. Marsden Services has not. Scioto, one of Marsden’s janitorial service companies has an agreement with Equalis through Sourcing Alliance. One of our HVAC companies (Sun States Mechanical based in AZ) has worked with Region 10.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p><u>Executive Support - Mark Dorenkott – President of Marsden South</u></p> <p>Mark is responsible for overseeing Marsden’s operations in the southern United States, including Texas, Florida, and the Gulf Coast area. Mark brings over 19 years of professional experience in management, planning, strategy, operations, safety, customer service, employee training, cost reduction, and supplier management.</p> <p>Before joining Marsden South, Mark gained recognition as the Area Vice President and Operations Executive for Gateway Services, Inc. He delivered measurable improvements to customer satisfaction, company value, strategic planning and implementation, employee training, and employee morale. The workplace safety protocols Mark implemented markedly reduced injuries and lost workdays. Prior to Gateway Services, Mark served as District Operations Manager for Shred-it Inc, where he was integral in the planning, operations, development, and financial management. Before Shred-it, Mark served as Regional Business at Cintas and managed business development, profit and loss accountability, sales support, recruitment, training, cost reduction, and supplier and vendor management. Prior to Cintas, Mark served as an executive at Ferguson Enterprises, managing several supply chain projects that included operational excellence and improvements, sales support, finances, and overall cost reduction.</p> <p>Mark’s accolades include: Shred-it Outstanding Achievement Award Cintas Outstanding Achievement Award Ferguson Enterprises Associate of the Year Award</p>

Mark earned his B.A. with a double major in Purchasing and Production from Bowling Green State University in Bowling Green, Ohio.

Account Manager – Bifredo Barros (located in Dallas, Texas)

Bifredo currently provides operational support to over 20 locations that total 1 MM square feet.

Support includes training managers and supervisors to ensure compliance with requirements and contract specifications for multiple locations. He provides leadership to on-site managers, project managers, supervisors and team leads. Bifredo has a proven track record of increased productivity of management personnel. Bifredo is also responsible for coaching/training on and safety awareness to all employees. He is also our primary contact to provide customer service and relationship management with our clients in the Dallas area.

Before joining Marsden, Bifredo was an area Manager for a production distribution company located in Lewisville, TX. Bifredo has over 27 years of management experience in production, distribution, manufacturing and janitorial with extensive knowledge of lean manufacturing principles. Proven management experience in team development and continuous improvement. Experienced in both union and nonunion settings. Familiar with high performance work team concepts in a fast-paced work environment. Specialized in improving operating costs. Bifredo is also fluent in English and Spanish.

Contract Manager – Brian Christiansen – VP & Deputy General Counsel:

Brian serve as our contract manager. He is also an advisor to senior management litigation, contracts, acquisitions, labor and employment, regulatory compliance, etc. Brian also advise HR professionals and business leaders on employment and labor matters, including employment policies, agreements, and collective bargaining negotiations with labor unions. Brian also oversees our outside litigation counsel and internal claims department team to administer and defend workers' compensation, auto, general liability, and other claims.

Brain has develop process improvements and prepared standard operating procedures (both legal and non-legal) to improve consistency and scalability of business operations. He was Co-Chair of Task Force to address critical issues facing the business such as talent acquisition, retention, and the COVID-19 pandemic

Previously, Brian was an attorney at Hellmuth & Johnson, PLLC (2012 – 2019), where he took depositions, argued motions, and negotiate settlements in high-stakes commercial litigation, and litigation prevention, preparation, and strategy.

Brian attended Hamline University School of Law, St. Paul, MN (Juris Doctor, summa cum laude, May 2012).

Marketing & Sales Support – Steve Niswonger – Director of Major Accounts:

Steve has over 20 years of experience in the building services contracting industry. He joined Scioto (Marsden's second janitorial acquisition) in 2003 as a principal to help effectively grow the business. Steve has a significant amount of experience work-loading complex facilities and providing cost effective operational and management plans.

One of Steve's primary functions is to support sales with developing accurate and effective staffing and management plans. He works closely with Operation to make sure we are delivering on promises. Responsibilities also include: costing & cost control, operational design & efficiency, Leadership over site, and Quarterly Business Reviews.

Steve previously worked in the specialty chemical industry with a focus on surface science.

Steve was a B.S. from The Ohio State University in Systems Engineering.

Key Accomplishments:

IFMA – past Board Member

BOMA – past Board Member

		<p>Life Care Alliance / Meals on Wheels – Board Member See Kids Dream – special advisor / past Board Member</p> <p><u>Billing, Reporting, and AP – Jackie Rienerston:</u> Jakcie is a business professional with deep and wide-ranging experience in diverse professional environments. Strong accounts receivable, billing and computer skills with excellent attention to detail. Her areas of expertise include:</p> <table border="0"> <tr> <td>Customer Service Management</td> <td>Financial Analysis & Reporting</td> </tr> <tr> <td>Team Leadership</td> <td>Staff Training & Development</td> </tr> <tr> <td>Accounts Receivable</td> <td>Process Improvement</td> </tr> <tr> <td>Billing & Invoicing</td> <td>Account Reconciliation</td> </tr> </table> <p>Jackie has been with Marsden since 2010. She supervises our Billing/Accounts Receivables. She assure timely collection of monies due; interface with customers on past due balances. Assure timely and accurate invoicing and standard invoice template is in place for all customers. Manages cash application; making sure all cash receipts are applied properly and in a timely manner.</p> <p>She make recommendations to improve quality of invoicing and collection procedures, and trains and supervises staff members in areas of procedures, customer relations and system operations.</p> <p>Previously, Jackie worked at Harland Clarke in Eagan, Minnesota where she was responsible for Great Plains and Peoplesoft. Jackie has a certificate, Minneapolis Business College, Honors Accounting Program, Roseville, Minnesota and Applied Leadership Program, Liberty Enterprises, Mounds View, Minnesota.</p>	Customer Service Management	Financial Analysis & Reporting	Team Leadership	Staff Training & Development	Accounts Receivable	Process Improvement	Billing & Invoicing	Account Reconciliation
Customer Service Management	Financial Analysis & Reporting									
Team Leadership	Staff Training & Development									
Accounts Receivable	Process Improvement									
Billing & Invoicing	Account Reconciliation									
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<table border="0"> <tr> <td>2021</td> <td>\$31,000,000</td> </tr> <tr> <td>2022</td> <td>\$4,000,000</td> </tr> <tr> <td>2023</td> <td>\$49,000,000</td> </tr> </table> <p>The past several years we have had significant growth in K-12 schools and colleges and universities. From our experience, these types of organizations had a difficult time staffing post covid as wages increased and the labor market seemed to shrink and shift.</p> <p>We were successful during this same time period because of our investment in the Fountain recruiting technology (previously mentioned) and our investment in recruiting professionals. We were able to demonstrate this to the K-12 and higher education market we were actively calling on.</p> <p>Therefore, our strategy is to continue to call on K-12 and higher education clients. Now that we have been awarded the business, many of our current clients would appreciate a GPO solution like Equalis to renew our contracts.</p>	2021	\$31,000,000	2022	\$4,000,000	2023	\$49,000,000		
2021	\$31,000,000									
2022	\$4,000,000									
2023	\$49,000,000									
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>We have not been involved in any bankruptcy or reorganization litigation.</p>								
<p>Minimum of 5 public sector customer references relating to</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within</i></p>	<p>Our references are below: Mason City School District Chief Operations Officer</p>								

<p>the products and services within this RFP</p>	<p><i>the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Todd Petry 513-398-0474 petreyt@masonohioschools.com 211 N. East Street Mason, OH 45040 Client since 2018 Janitorial Services and Maintenance Tech positions, \$2 MM+ annual volume</p> <p>Three Rivers Local School District Director of HR and Administrative Operations Aaron Marshall 513-824-7502 amarshall@trlsd.org 401 N. Miami Ave Cleves, OH 45002 Client since 2021 Janitorial Services and Maintenance Tech positions, \$800k+ annual volume</p> <p>Kings Local School District Director of School Business Affairs Matt Luecke (513) 459-2902 mluecke@kingslocal.net 1797 King Ave Kings Mills, Ohio 45034 Client since 2016 Janitorial Services, \$1 MM+ annual volume</p> <p>Clackamas Education Service District Operations Coordinator Pam Bonner (503) 675-4044 pbonner@clackesd.org 13455 SE 97th Avenue Clackamas, OR 97015 Client since 2012 Full Facilities Management outsource solution, \$200k+ annual volume</p> <p>University of Dayton Rick Krysiak Jr., P.E., LEED Green Assoc. Vice President for Facilities Management and Planning rkrysiak1@udayton.edu (937)229-3769 300 College Park, Dayton, OH 45469 Client since 1989</p>
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		<p>Janitorial services for entire campus - multiple shifts, \$5 MM+ annual volume</p> <p>Northern Kentucky University Andy Meeks Director of Business Ops. and Auxiliary Services meeksa@nku.edu 859-572-5575 1 Nunn Drive, Lucas Admin Highland Heights, KY 41009 Client since 2015 Campus wide janitorial services – multiple shifts, \$2MM annual volume</p> <p>Oberlin College Kevin Brown Chief Facilities Officer Kbrown2@oberlin.edu 440-458-2347 173 W Lorain St, Oberlin, OH 44074 Client since 2020 Janitorial service provider for entire campus – multiple shifts, +\$4MM annual volume</p>
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	<p>We plan to sell to customers directly. We have found that government agencies like K-12 schools and higher education clients typically want to work directly with their service provider.</p>
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	<p>Marsden is a privately owned company. The company is neither owned or operated by anyone who has been convicted of a crime or felony.</p>

	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Marsden does not have MWBE, SBE, DBE, DVBE, HUB, or HUBzone certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>Marsden does have a diversity program. Marsden owns 49% of a joint venture with Woodly Building Maintenance (WBM) called Tier One Property Services. Tier One Property Services is a MBE company. Skip Marsden and Jimmy Woodly (founder of WBM) knew each other in the 1970's and worked on projects with each other as their companies grew. Today, Jimmy's children Tiffany and Terry now run WBM. Terry Woodley is the Chairman of the Board of Tier One Property Services.</p> <p>Additionally, Marsden works with MBE and WBE subcontractors whenever possible. An example of this is at the DFW airport. With our WBE sub-contractor, we clean DFW HQ, Rental Car Center, and the auxiliary buildings that surround the airport.</p> <p>Tier One Property Service's MBE Certificate is included in Appendix A</p>
Please attach any certifications you have as part of your response to Form 3.		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	<p>Yes. This RFP was discussed with the CEO of our joint venture company – Tier One Property Services.</p> <p>This RFP was also discussed with our WBE sub-contractor for the DFW airport. The name of this WBE sub-contractor is Clean Masters.</p>
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority</i>	<p>We are currently working on 2 additional RFPs with DFW airport. Terminal A and Terminal C RFP are 2 different RFP opportunities. We are in conversations with 2 additional MWBE companies to work with us on our response to both of these RFP. We are also working with our current WBE subcontractor that we already use for our DFW business (Clean Masters).</p> <p>Due to our connections throughout our industry and our joint venture with Tier One Property Services, we have been able to identify valuable MWBE sub-contractors throughout the country.</p>

	<i>chambers of commerce, and other minority business and trade associations.</i>	
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Our sales teams are focused on colleges, universities, and K-12 schools. We have experienced significant growth in these areas in the past 3 years. Utilizing the Equalis agreement will help our sales force continue to grow in these markets.</p> <p>Our strategy is to train on the Equalis agreement at each of our sales meetings. Our Sales VP will coach their Sales Managers on the Equalis agreement so that each individual salesperson understands it and promotes it in their regions. We will add utilizing the Equalis agreement to each individual salespersons goals so we can track their usage of the agreement in our CRM.</p> <p>Additionally, Marsden will have a Director level position that works with the sales team nationally to assist and support them with any questions regarding the Equalis agreement.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	<p>Our Sales VPs will ensure that their Sales Managers will train each of their salespeople on how the Equalis agreement works. Our salespeople are already trained how to do a pre-call plan. Additionally, our salespeople are also coached and trained to be consultative.</p> <p>Most of the time our salespeople are working with a school district or higher education facility long before they are actually considering going out to RFP. Therefore, the Equalis contract will be a natural fit into their pre-call plan.</p> <p>Training will take place during monthly sales meetings. Our Sales Managers will coach each salesperson when they are traveling with them in the field. As previously mentioned, we will have a Director level specialist that the sales team will be able to contact and ask questions and get support.</p>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	We acknowledge that our logo can be used.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	<p>We currently do business with Equalis and are able to report our monthly sales with no issues and errors.</p> <p>Our Finance Department and accounting software tracks all revenue that is part of Equalis. We have infinite capacity to report revenue to Equalis as part of this agreement.</p>
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We do not have contracts with other GPOs

<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>With regards to new clients, we will train our salespeople to discuss the Equalis contract during our initial meeting. This practice is consistent with our consultative selling approach.</p> <p>The Equalis agreement will become part of our new hire training.</p> <p>With regards to existing customers, we plan to use the Equalis agreement to renew our current business at the end of each contract.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Our sales team is growing. We have added about 5 salespeople per year over the past few years. We currently have 25 salespeople that will support this contract. They are located in the cities below. Some of our salespeople cover multiple cities and states. Therefore, our list of cities below indicates where these salespeople are located does not represent our total coverage capability. We have customers across most of the United States.</p> <p>They are located in:</p> <ul style="list-style-type: none"> Seattle, WA Spokane, WA Las Angelas, CA Phoenix, AZ Minneapolis, MN Madison, WI Milwaukee, WI Appleton, WI Green Bay, WI Kansas City, MO Houston, TX Cincinnati, OH Dayton, OH Columbus, OH Orlando, FL Ft Lauderdale, FL Tampa, FL <p>We have multiple salespeople in Columbus, Houston, Minneapolis, Ft Lauderdale, & Las Angelas</p>

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Marsden Services, LLC

Title of Authorized Representative: CAO

Mailing Address: 2124 University Ave W, St. Paul, MN 55114

Signature: *Damon Fraser*
Damon Fraser (Apr 23, 2024 12:31 CDT)

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Marsden Services, LLC

Title of Authorized Representative: CAO

Mailing Address: 2124 University Ave W, St. Paul, MN 55114

Signature: *Damon Fraser*
[Damon Fraser \(Apr 23, 2024 12:31 CDT\)](#)

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Damon Fraser

[Damon Fraser \(Apr 23, 2024 12:31 CDT\)](#)

Signature of Respondent

23/04/24

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Damon Fraser
Damon Fraser (Atr 23, 2024 12-31 CDT)

Signature of Respondent

23/04/24

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Marsden Services, LLC

ADDRESS 2124 Unvisersity Ave W

St. Paul, MN 55114

PHONE 612-877-2813

FAX _____

RESPONDANT

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)
Signature

Damon Fraser
Printed Name

CAO
Position with Company

AUTHORIZING OFFICIAL

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)
Signature

Damon Fraser
Printed Name

CAO
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

65

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? DSF
DSF

(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? DSF
DSF

(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? DSF
DSF

(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

_____ **Marsden Services, LLC** _____ **2124 University Ave W** _____
Company Name Address

_____ **St. Paul** _____ **MN** _____ **55114** _____
City State Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? DSF

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? DSF

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DSF

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? DSF

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? DSF

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? DSF

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? DSF

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? DSF

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? DSF

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? DSF

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? DSF

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? DSF

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? DSF

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? DSF

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? DSF

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Marsden Services, LLC

Company Name

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature of Authorized Company Official

Damon Fraser

Printed Name

CAO

Title

23/04/24

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? DSF

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? DSF

(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? DSF
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? DSF
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? DSF
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? DSF
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? DSF
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

23/04/24

Signature of Respondent

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Marsden Services, LLC

Street: 2124 University Ave W

City, State, Zip Code: St. Paul, MN 55114

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Damon Fraser, an authorized representative of Marsden Services, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Marsden Holding, LLC	2124 University Ave W, St. Paul, MN 55114	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Damon Fraser
Damon Fraser (04/23/2024 12:31 CDT)
Authorized Signature and Title

23/04/24
Date

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Marsden Services, LLC

Street: 2124 University Ave W

City, State, Zip Code: St. Paul, MN 55114

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Damon Fraser _____ CAO _____
Damon Fraser (Apr 23, 2024 12:31 CDT)

Authorized Signature and Title

23/04/24

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Damon Fraser

Damon Fraser (Apr 24, 2024 09:26 CDT)

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Marsden Holding, LLC	Name:
Home Address: 2124 University Ave W, St. Paul, MN 55114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Corporation

Limited Partnership

Partnership

Limited Liability Corporation

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

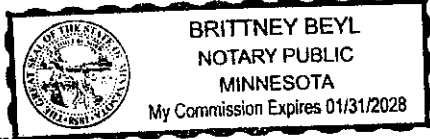
Stockholders:

Name: Marsden Holding, LLC	Name:
Home Address: 2124 University Ave W, St. Paul, MN 55114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 23rd day of April, 2024

[Signature]
(Affiant)

(Notary Public)



Brittney Beyl, Executive Assistant
(Print name & title of affiant)

My Commission expires:

1/31/28

(Corporate Seal)

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. To the extent allowed by law, Region 10 ESC shall protect, indemnify, and hold harmless Vendor and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Region 10 ESC, its employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Neither party shall have any obligation to indemnify the other party for its own negligence or willful misconduct.

13.4 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive general public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

23/04/24

Date

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)
Authorized Signature & Title

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Marsden Services, LLC

Address 2124 University Ave W

City/State/Zip St. Paul, MN 55114

Telephone No. 612-877-2813

Fax No. _____

Email address dfraser@marsden.com

Printed name Damon Fraser

Position with company CAO

Authorized signature 

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)
Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1167B





Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**


Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.


Created:	2024-04-23
By:	Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATM9uh5peJtis-7uAyZ9s0AgNHrW_0hSj


"Equalis Group" History

 Document created by Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
2024-04-23 - 5:24:00 PM GMT

 Document emailed to Damon Fraser (dfraser@marsden.com) for signature
2024-04-23 - 5:24:08 PM GMT

 Email viewed by Damon Fraser (dfraser@marsden.com)
2024-04-23 - 5:25:52 PM GMT

 Document e-signed by Damon Fraser (dfraser@marsden.com)
Signature Date: 2024-04-23 - 5:31:03 PM GMT - Time Source: server

 Agreement completed.
2024-04-23 - 5:31:03 PM GMT


Equalis Group - Executed 4-23-24


Final Audit Report

2024-04-24


Created:	2024-04-24
By:	Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASKNOXNmSYJKOLwZU-441TiJYxVesQhoe


"Equalis Group - Executed 4-23-24" History

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2024-04-24 - 2:25:56 PM GMT

 Document emailed to Damon Fraser (dfraser@marsden.com) for signature
2024-04-24 - 2:26:07 PM GMT

 Email viewed by Damon Fraser (dfraser@marsden.com)
2024-04-24 - 2:26:34 PM GMT

 Document e-signed by Damon Fraser (dfraser@marsden.com)
Signature Date: 2024-04-24 - 2:26:50 PM GMT - Time Source: server

 Agreement completed.
2024-04-24 - 2:26:50 PM GMT

Appendix A

1. Example of Cost Forecast (large college example)
2. Example of Actual Cost Report (hours backup for invoice – small account example)
3. MBE Certificate for Tier One Property Services
4. Letter from BMO Bank - Financial Stability

Example of Cost Forecast:

Forecast Pricing Sheet		Account Name					
Contact Name:	Steve Niswonger			E-mail address:	sniswonger@marsden.com		
Address:	65 Kingston Ave, Columbus, Ohio 43207						
Phone Number:	614-204-6071		Fax Number:	614-299-9561			
LABOR CONTENT	# Employees	Total Wkly Hrs	Total Monthly Hrs.	Total Annual Hrs.	Hourly Rate	Monthly Cost	Annual Cost
Manager	1	40	173	2080	\$ 33.65	\$ 5,833	\$ 69,992
Asst Manager	1	40	173	2080	\$ 26.44	\$ 4,583	\$ 54,995
Team Leads - Days	5	200	867	10400	\$ 16.00	\$ 13,867	\$ 166,400
Cleaning Techs - Days	22	880	3813	45760	\$ 15.00	\$ 57,200	\$ 686,400
Supervisors (North & South)	2	80	347	4160	\$ 21.63	\$ 7,498	\$ 89,981
Team Leads - Nights	6	240	1040	12480	\$ 16.00	\$ 16,640	\$ 199,680
Cleaning Techs - Nights	25	1000	4333	52000	\$ 15.00	\$ 65,000	\$ 780,000
3rd Shift Supervisor	1	40	173	2080	\$ 18.00	\$ 3,120	\$ 37,440
Floor Techs	3	120	520	6240	\$ 16.00	\$ 8,320	\$ 99,840
Weekend - Saturday - 8 Associates		64	277	3328	\$ 22.50	\$ 6,240	\$ 74,880
Weekend - Sunday - 8 Associates		64	277	3328	\$ 24.00	\$ 6,656	\$ 79,872
Management & Operational Support		15	65	783	\$ 57.69	\$ 3,764	\$ 45,173
Total Labor	66	2,783	12,060	144,719			
Grand Total Labor Costs						\$ 198,721	\$ 2,384,653
EMPLOYEE TAXES-INSURANCE	% Of Labor	Monthly Cost	Yearly Cost				
FICA	7.65%	\$ 15,202	\$ 182,426				
F.U.I.	2.00%	\$ 3,974	\$ 47,693				
S.U.I.	2.20%	\$ 4,372	\$ 52,462				
Liability Insurance	1.20%	\$ 2,385	\$ 28,616				
Workers Compensation	6.65%	\$ 13,215	\$ 158,579				
Total Costs	19.70%	\$ 39,148	\$ 469,777				
OTHER OPERATING COST	% of Labor	Monthly Cost	Yearly Cost				
Cleaning Supplies	0.30%	\$596	\$7,157				
Non Capitalized tools	0.35%	\$698	\$8,374				
Hiring Costs, Benefits	8.79%	\$17,462	\$209,538				
Vacation & Holiday	2.25%	\$4,463	\$53,557				
Phone, Tablet	0.66%	\$1,318	\$15,812				
Uniforms	0.45%	\$892	\$10,703				
Total Operating Cost	12.80%	\$25,428.43	\$305,141				
Summary Cost:	Annual	Monthly					
Total Labor Costs	\$ 2,384,653	\$ 198,721					
total Payroll Tax & Insurance	\$ 469,777	\$ 39,148					
Operating Costs	\$ 305,141	\$ 25,428					
Total Cost Estimate	\$ 3,159,571	\$ 263,298					

Marsden Northeast, L.L.C.

Date Range: 04/14/24 To 04/20/24

Maximum Security Level 3

Timekeeping Report

Hours by Job

04/26/24

7:47:36 AM

Page 1

Job #	Job Name	Total Hours	Budgeted Hours	Budgeted Dollars	Project Hours	Variance	Var %	Ovt Hours	Dbt Hours	WT #
Date	Daily Total	Employee #	Employee Name		Hours	In	Out	Lunch		
4473001	Park National - Newark - Alford Bt	38.76	40.00	\$560.00	0.00	1.24	3.10%	0.00	0.00	
04/15/24	8.67	760889	Hanzey, Rebecca	DL Regular	8.67	17:28	02:08			
04/16/24	8.05	760889	Hanzey, Rebecca	DL Regular	8.05	17:32	01:35			
04/17/24	5.14	901648	Volinsky, Josiah	DL Regular	1.97	19:21	21:19			
		902431	Vernon, Ashley	DL Regular	3.17	16:58	20:08			
04/18/24	8.57	760889	Hanzey, Rebecca	DL Regular	8.57	17:33	02:07			
04/19/24	8.33	760889	Hanzey, Rebecca	DL Regular	8.33	17:25	01:45			

Total Hours: 38.76 Budgeted Hours: 40.00 Budgeted Dollars: \$560.00 Project Hours: 0.00 Variance: 1.24 Var %: 3.10% Ovt Hours: 0.00 Dbt Hours: 0.00

Total Jobs: 1 Total Employees: 3 Total Budgeted Dollars: \$560.00

Recap by Hours Type

Hours Type	OT Eligible	OT Non Eligible	Total Hours	Reg Hours	Ovt Hours	DT Hours
DL Regular	38.76		38.76	38.76	0.00	0.00
Totals	38.76	0.00	38.76	38.76	0.00	0.00

Company Totals

THIS CERTIFIES THAT

Tier One Property Services, LLC



* Nationally certified by the: **MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561720; 561612; 561210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/03/2023

Issued Date

MP01070

Certificate Number

**Ying McGuire
NMSDC CEO and President**

Stan Sena, President/CEO

09/02/2024

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



BMO Commercial Bank
50 South 6th St, Suite 1000
Minneapolis, MN 55402

1/1/2024

To Whom It May Concern:

Marsden Services LLC has been a client of BMO Bank N.A. since **11/4/2010**. We make available to **Marsden Services LLC** a credit facility, including a **Low 9-Figure** Revolving Commitment with up to **Low 9-Figures** available based on covenants and daily activity. All accounts have been handled satisfactorily, and we have a high regard for the company's management team.

Please contact me at **612-904-8711** or **kim.sullivan@bmo.com** if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "X Kim Sullivan".

Kim Sullivan
Client Delivery Team Manager/Vice President | BMO

As of 1/1/2024 the above information is accurate for BMO Bank, N.A.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH MARSDEN SOUTH, L.L.C. FOR JANITORIAL SERVICES FOR THE CITY'S MUNICIPAL FACILITIES UTILIZING THE TERMS AND CONDITIONS OF THE TEXAS REGION 10 EDUCATION SERVICE CENTER VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of janitorial services for the City's municipal facilities (the "Services"); and

WHEREAS, the type of Services required by the City have been competitively bid by the Texas Region 10 Education Service Center, an Education Service Agency created by the State of Texas, which has entered into a Vendor Contract and General Terms and Conditions (the "Region 10 Contract") with Marsden South, L.L.C. (the "Contractor"); and

WHEREAS, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to authorize the City Manager to negotiate and execute an agreement (the "Agreement") in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services in an amount not to exceed \$240,822.96 for fiscal year 2025-26 and budgeted funds in future fiscal years, consistent with the terms and conditions of the Region 10 Contract; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement in substantially the form attached hereto as Exhibit "A" and to expend funds for the Services in an amount not to exceed \$240,822.96 for fiscal year 2025-26 and budgeted funds in future fiscal years, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
MARSDEN SOUTH, L.L.C.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2026 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **MARSDEN SOUTH, L.L.C.**, a Delaware limited liability company authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City is in need of janitorial services for the City’s municipal facilities (the “Services”); and

WHEREAS, the type of Services required by the City have been competitively bid by the Texas Region 10 Education Service Center (“Region 10”), an Education Service Agency created by the State of Texas, which has entered into a Vendor Contract and General Terms and Conditions (the “Region 10 Contract”) with the Contractor and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Region 10 Contract, attached hereto as Exhibit “A,” into this Agreement, except as otherwise modified or amended herein; and

WHEREAS, the Contractor has provided the City a quote (the “Quote”) attached hereto as Exhibit “B” for the provision of the Services in an amount not to exceed \$240,822.96 annually based on the terms and conditions of the Region 10 Contract; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Region 10 Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Region 10 Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: State Required Affidavits;
 - C. Third Priority: Exhibit A – Region 10 Contract.
 - D. Fourth Priority: Exhibit B - Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Region 10 Contract unless otherwise provided in this Agreement. All references to Region 10 shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Services.** Contractor shall provide the Services in accordance with the Region 10 Contract and the Quote attached hereto as Exhibits “A” and “B.”
6. **Compensation and Payment.**
 - A. Compensation for Services provided by Contractor shall be in accordance with the rates of the Region 10 Contract attached hereto as Exhibit “A” and the Quote attached hereto as Exhibit “B.” Contractor shall be compensated a flat rate, lump sum fee in the amount of \$20,068.58 per month, for a total amount not to exceed \$240,822.96 annually.
 - B. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.
7. **Term.** The term of this Agreement shall be from the Effective Date through June 30, 2027, thereafter, unless terminated earlier in accordance with the provisions of the Region 10 Contract or this Agreement. Additionally, the City Manager may renew this Agreement for

two additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

8. Public Records.

- A.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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, and following completion of the Agreement until the records are transferred to the City.
- C.** Upon request from the City’s custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

9. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10. **Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: .

11. Governing Law, Venue, Attorneys' Fees, and Waiver of Jury Trial.

A. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

B. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

C. Waiver of Jury Trial. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Amendment to Article 5. Article 5 of the Region 10 Contract is hereby deleted in its entirety and replaced as follows:

Article 5. Termination.

A. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

B. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

C. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

D. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

E. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

13. Amendment to Section 13.3 of Region 10 Contract. Section 13.3 of the Region 10 Contract is hereby deleted in its entirety and replaced as follows:

13.3 Indemnification.

A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

C. The provisions of this section shall survive termination of this Agreement.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. State Required Affidavits. By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

A. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

B. **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted

a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- D. Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- E. Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.



Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Marsden Services, LLC
Contract Number:	R10-1167B
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor’s landing page at equalisgroup.org.

RFP Process Information

RFP Number:	RFP R10-1167
RFP Title:	Facility Management Services
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	53
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT
# of Responses Submitted:	5
Number of Awarded Vendors:	2
Date of Board Approval:	June 19, 2024

Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover as many different offered services as possible for the national Equalis Group membership while limiting awards to only the number of awardees deemed to be competitive and advantageous for the membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of July 1, 2024, by and between _____ Marsden Services, LLC (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Facility Management Services (“the products and services”).

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as “piggybacking”, “cooperative purchasing”, “joint powers”, or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

- 5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.
- 9.8 **Cost Estimation:** If Vendor uses the cost and incentive fee model for this Contract, before beginning work with a Participating Member, Vendor will present the Participating Member with a Cost Estimation based on the budgeted Target Cost showing estimated costs for material and listing labor hours for the Participating Member's proposed scope of work. Participating Member must approve the Cost Estimation before work begins.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor

may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent

jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

Exhibit A

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. To the extent allowed by law, Region 10 ESC shall protect, indemnify, and hold harmless Vendor and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Region 10 ESC, its employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Neither party shall have any obligation to indemnify the other party for its own negligence or willful misconduct.

13.4 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive general public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Marsden Services, LLC

Address 2124 University Ave W

City/State/Zip St. Paul, MN 55114

Telephone No. 612-877-2813

Fax No. _____

Email address dfraser@marsden.com

Printed name Damon Fraser

Position with company CAO

Authorized signature 

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)
Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1167B



**Marsden Services Response
For
REQUEST FOR PROPOSAL #R10-1167 FOR:
Facility Management Services**

Submitted 4/26/24

Section Two:
Proposal Submission, Questionnaire and Required Forms

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricessheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent’s proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company’s official registered name?</i>	Marsden Services
	<i>What is the mailing address of your company’s headquarters?</i>	2124 University Ave West, St Paul, MN 55114
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Steve Niswonger Director of Major Accounts steve.niswonger@marsden.com 614-204-6071
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

Exhibit A

to meet the needs requested in the scope		
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>If utilizing the cost and incentive fee pricing model, outline your process for estimating target costs.</i>	Target costs are based on the amount of labor, equipment, and supplies that are needed to perform each task requested in the agency scope of work. We use industry standards for workloading to determine how much labor is needed. We have also developed proprietary workloading standards. These standards include how much cleaning chemical is used by an associate cleaning per shift. We evaluate each opportunity and develop a customized labor plan. This labor plan includes utilizing effective and efficient equipment to help reduce the amount of labor that is needed.
	<i>Is there a minimum threshold requirement for agencies to use the services found in the pricing file.</i>	Our most effective client solutions utilize full-time labor (working 40 hours per week). We would like to set our minimum at utilizing 40 hours per week of labor.
	<i>Do you typically offer any other promotions or incentives for customers? If yes, please describe.</i>	We do not typically offer financial incentives at the front end. Our model is based on hiring the best people, utilizing our proven processes and management to exceed our customers' expectations. When hiring the best people, we sometimes pay more in wages and benefits. Our customers are incentivized to use our service because of the results we achieve within their budget constraints. We can typically save our customers money by hiring, training, and managing more productive people. This will be seen when agencies evaluate our Target Costs vs. a competitive bid.
Ability of Customers to verify that they received contract pricing	<i>If utilizing the cost and incentive fee pricing model, describe your ability to forecast costs accurately. Provide a one page example cost estimation.</i>	We are able to forecast costs extremely accurately. Most of our contracts are multi-million dollars with multiple years. Therefore, by the nature of our business, it is imperative that we can estimate future costs within these multi-year contracts. Our Recruiting department assists in determining wage costs. We are able to forecast our benefit costs (healthcare, 401k, paid time off, and holiday pay). We develop a customized labor plan for each contract to make sure we have accurately accounted for our labor cost. An Example is provided in Appendix A
	<i>If using the cost and incentive fee pricing model, describe your ability to provide itemized reports showing actual costs for agencies' due diligence purposes. Provide a one-page example cost report.</i>	We have many large and complex customers that have specific invoicing requirements that we are able to comply with. We can provide itemized reports that show actual costs. An Example is provided in Appendix A
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Our invoicing process is easy and straight forward. We also offer customized invoicing if an agency has a specific need. We invoice the agency after the month of service. We invoice each month. Payment terms are typically net 30. The invoice will reflect the agreed upon costs. The format of the invoice will be reviewed and approved by the agency. We accept the following payment methods: ACH/EFT and Check
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

Exhibit A

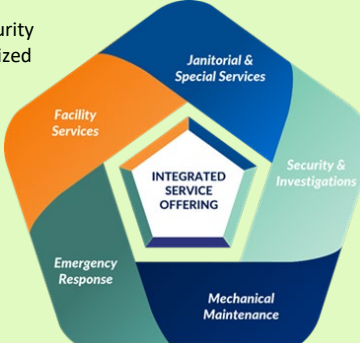

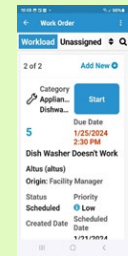
<p>Service quality and features</p>	<p><i>Please provide a high-level overview of the services being offered and how they address the scope being requested herein.</i></p>	<p>Marsden was founded as a premier janitorial service provider in 1952 in St Paul, MN. It was important to our founder (Skip Marsden) to develop his people and provide them with career advancement opportunities. This is still an important part of our culture today.</p> <p>Marsden has grown organically and through acquisition. Marsden’s first acquisition was a security company (American Security). As Marsden has grown into a national service provider, we realized the need to not only acquire security and janitorial companies, but the need to also acquire mechanical companies. To date, we have acquired Palen Kimble and Signature Plumbing in MN and Sun State Mechanical in AZ. These acquisitions along with our organic growth have helped us to evolve into a total Facility Management service provider.</p> <p>The additional services we offer has helped us to continue to develop career paths for our front-line staff. This is an important part of our associate engagement and retention plan.</p> 
	<p><i>Outline relevant facility certifications and licenses your organization holds.</i></p>	<p>Janitorial Services: Several of our janitorial service operating companies are CIMS certified. CIMS is a certification from ISSA (International Sanitary Supply Association). It is similar to ISO9000 for cleaning companies.</p> <p>Integrated Facility Services (IFS): Several of our personnel are IFMA CFM Certified and have FMP Designations.</p> <p>Certs./licenses (HVAC/Plumbing) Gas A Refrigeration A RVentilation RWarm Air Plumbing/Gas fitting Steam fitting A ASSE Certified Backflow MedGas</p> <p>Marsden Central (MN, WI, IL, IA, NE, SD, & ND) Water/Mold/Smoke Remediation TCHEST Certified Healthcare environmental service technician program Journeyman High Rise Window Cleaning</p> <p>Contractor Licenses (Restoration) Idaho Iowa Nevada City of Scottsdale, AZ Louisiana Arizona Washington</p>

Exhibit A

		<p>Marsden owns mechanical companies in AZ and MN. We have the ability to self-perform technical HVAC and plumbing in these states. In other states, we utilize our mechanical contractor network.</p>
	<p><i>Describe your quality control processes and standards for ensuring consistent service delivery.</i></p>	<p>Our quality control and standard delivery process is centered around measuring the completion of tasks (SOW) and overall customer satisfaction. We measure and manage variables in the following categories to make sure we are effectively serving our customers: Safety, Quality, Cost, Delivery, and Morale. We refer to these collectively as SQCDM. These become our KPIs at many of our accounts. We customize our KPIs depending on our client's needs.</p> <p>We have web-based software that assists us in collecting most of our data. Our data can then be reported in Power BI dashboards for our managers and clients to view.</p> <p>Labor Management (pre quality control): Our labor management includes time keeping, associate contact information, and the ability to send messages to different teams within an account. Alerts are sent when associates do not clock-in on time. Our system has additional HR functionality that helps us track associate training. It also sends alerts when training is due (i.e. Blood Borne Pathogen training). Our associate morale survey is part of labor management. This survey is sent out electronically to our associates. We also provide paper copies to fill out if that is an easier format for them.</p> <p>Work Orders / Service Requests: Our software captures work orders and service requests. These can be created from a smart phone and assigned with priority levels. We can also track time to complete.</p>  <p><u>SQCDM (Safety, Quality, Cost, Delivery, & Morale)</u></p> <p>S (Safety): We perform safety audits, track safety training that is performed on site, and near misses. We utilize near misses to engage our team on the importance of safety. We also set safety performance goals and track and report on those goals on a monthly basis.</p> <p>Q (Quality): We perform formal quality inspections using our web-based software. We set quality performance goals and report actual v. goal. We also measure workorder completion time. We set goals, and report actual v. goal. We have the ability to also illustrate work orders by type and quality concerns by time to provide actionable data to illustrate potential problems before they become a trend.</p> <p>Our client survey is sent out 2 times per year for those clients that choose to utilize it. It is sent out during the same time period as our Associate Survey. Our client survey is sent to decision leaders within your facilities.</p> <p>C (Cost):</p>

		<p>Within Cost, we are measuring on time and accurate invoicing. The is also an area within many of our QBRs that we discuss cost savings and efficiency projects, as well as any changes to the scope of work that are needed. All changes to scope of work are approved by the client.</p> <p>D (Delivery): Delivery is where we illustrate the completion of our project work. We schedule our projects within our web-based Project Calendar. We utilize our project calendar to schedule everything from our routine PMs to floor care projects. We can report on time completion for this metric.</p> <p>M (Morale): This is where we track and measure the morale of our associates. We measure our associate retention on a monthly basis and accumulate this number over the year. We also measure length of service. The most important metric in this section is our 13 question Associate Survey. This survey is sent out 2 times per year and coincides with our client satisfaction survey. Our Associate Survey is a 13-question survey that builds on a Maslow-Hierarchy of needs (it starts with; do I know what is expected of me, and ends with have you had opportunities to learn and grow at work)</p> <p><u>Associate Survey Questions:</u></p> <ol style="list-style-type: none"> 1. Do I know what is expected of me at work? 2. Do I have the materials and equipment I need to do my work right? 3. At work, do I have the opportunity to do what I do best every day? 4. In the last 7 days, have I received recognition or praise for doing good work? 5. Does my supervisor, or someone at work, seem to care about me as a person? 6. Is there someone at work who encourages my development? 7. At work, do my opinions seem to count? 8. Does the mission / purpose of my company make me feel my job is important? 9. Do you understand your role in helping the company's goal of serving the client? 10. Are my co-workers committed to doing quality work? 11. Do I have a best friend at work? 12. In the last 6 months, has someone at work talked to me about my progress? 13. Have I had the opportunities at work to learn and grow during this past year? <p>We see a strong correlation in our SQCDM metrics and our clients overall satisfaction. Therefore, most of our QBR are a reporting and discussion of each of the metrics within Safety, Quality, Cost, Delivery, and Morale.</p>
	<p><i>Describe your organization's approach to continuous improvement and innovation in facilities management services.</i></p>	<p>Continuous improvement is important to us and our service delivery. The framework for our continuous improvement plans are based on PDCA: Plan, Do, Check, Act</p> <p>Typically, the first step in the process is what we refer to as "take it to the spot". This is when a member of our management team goes to the area where a service concern happened to truly understand what is happening. This is also known as the Gemba walk. We start asking our 5 whys to understand the variables of the issue.</p> <p>We then begin to address our follow up process. We have included our PDCA chart below and have listed the summary of items we will be addressing.</p> <p>Plan</p>



Question	Yes	No	Not Sure
1. Do I know what is expected of me at work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do I have the materials and equipment I need to do my work right?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. At work, do I have the opportunity to do what I do best every day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. In the last 7 days, have I received recognition or praise for doing good work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does my supervisor, or someone at work, seem to care about me as a person?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there someone at work who encourages my development?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. At work, do my opinions seem to count?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the mission / purpose of my company make me feel my job is important?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Do you understand your role in helping the company's goal of serving the client?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are my co-workers committed to doing quality work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Do I have a best friend at work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. In the last 6 months, has someone at work talked to me about my progress?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Have I had the opportunities at work to learn and grow during this past year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit A

		<p>We have operating task list and schedules in place that match our SOW. We are making a revision that shows the day of the week that weekly tasks are being done. This has not been spelled out specifically enough in our checklist. This will allow us to gain more consistency and aid our Checking of the work by having clear expectations with our staff on the exact day and for leadership to be able to check quality more effectively.</p> <p>We implement a schedule for the week that clearly shows what areas we are checking and auditing each day. The list will be established at the beginning of each week and will be based on patterns we are observing during our previous audits, from follow-up conversations with customers, and from items that may be reported to us.</p> <p>Do We will execute the plan.</p> <p>Check We will be auditing the facility on a daily basis utilizing the above-mentioned schedule and imputing information into our web based auditing tool. This will allow us to better see trends and patterns and then allow for course correction as needed. We can share audit results with clients.</p> <p>We will perform the audits in several ways. A- we will inspect areas on our own to judge the quality of work. B- We will inspect areas along with the cleaning tech to use as a teaching aid for the tech. This will allow them to clearly see on the spot how well they are performing their tasks, as well as lead to quicker correction.</p> <p>We will follow up with contacts to quantify their experiences with our services. We want to ensure we are allowing them to address concerns they have, positives that have happened and any needs that they have. This information will aid us in our service delivery model to provide them the consistency in our service.</p> <p>Act The key component to this is talking with our techs. We want to have open communication on where there are still issues, what solutions they may have, our solutions, and then make the adjustment.</p> <p>We will then make any adjustments to the programs based on these findings. We will also integrate any lessons learned into our processes.</p> <p>Check process changes to get to resolution.</p> <p>Below is our PDCA plan in a summary form. The detailed information is in the above listings.</p> <p>KAIZEN</p>
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Exhibit A

Exhibit A

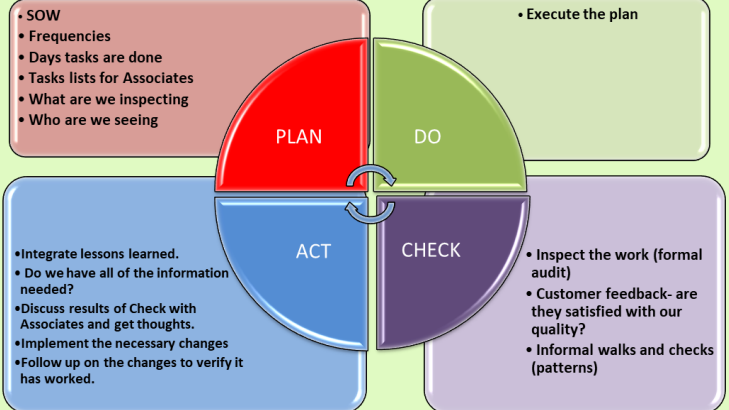
		 <p>We are able to offer innovative solutions in Facility Management Services by sharing best practices with our operational counterparts around the country. In addition, we are members of APPA, IFMA, ISSA, BOMA, and the BSCAI. These organizations also share ideas and best practices.</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>We have over 50 offices across the country. They are listed below.</p> <p>Marsden Services, L.L.C. 2124 University Ave. W. St. Paul, MN 55114</p> <p>Marsden Central Main Office: 1717 University Ave. W. St. Paul, MN 55114</p> <p>Marsden Central Des Moines, IA 2801 Bell Avenue Des Moines, IA 50321</p> <p>Marsden Central Omaha, NE - 13217 F Street Omaha, NE 68137</p> <p>Marsden Central Rochester, MN 15 Civic Center Drive NE Rochester, MN 55904</p> <p>Marsden Central Duluth, MN 4511 W. First Street, STE 5 Duluth, MN 55807</p>

Exhibit A

		<p>Marsden Central St. Cloud, MN 3900 Roosevelt Road, STE 102 St. Cloud, MN 56301</p> <p>Marsden Central Sioux Falls, SD 5511 N. Quarry Ave., Suite 201 Sioux Falls, SD 57104</p> <p>Marsden Central Sacramento, CA 3722 Happy Lane, STE 20 Sacramento, CA 95827</p> <p>Clean Power, L.L.C. Main Office: 2077 South 116th Street West Allis, WI 53227</p> <p>Clean Power Appleton, WI 3011 East Capitol Drive Appleton, WI 54911</p> <p>Clean Power Racine, WI 601 Lake Avenue Racine, WI 53403</p> <p>Clean Power Stevens Point, WI 2607 Post Road, STE 7 Stevens Point, WI 54481</p> <p>Clean Power Eau Claire, WI 1737 Westgate Rd. Eau Claire, WI 54703</p> <p>Clean Power Madison, WI 2842 Progress Rd. Madison, WI 53716</p> <p>Clean Power Sheboygan, WI 4736 S. Taylor Drive Sheboygan, WI 53081</p> <p>Clean Power Wausau, WI 2712 Stewart Ave. Wausau, WI 54401</p> <p>Clean Power Bloomington, IL 3004 Gill St.</p>
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Exhibit A

		<p>Bloomington, IL 61704</p> <p>Scioto, L.L.C. Main Office: 65 Kingston Avenue Columbus, OH 43207</p> <p>Scioto Cincinnati, OH 4040 Rev Drive Cincinnati, OH 45232</p> <p>Scioto Middleburg Heights, OH 6751 Engle Road, STE H Middleburg Heights, OH 44130</p> <p>Scioto Dayton, OH 2843 Culver Avenue Dayton, OH 45429</p> <p>Scioto Bellaire, OH 3494 Noble St. Bellaire, OH 43906</p> <p>Scioto Parkersburg, WV 430 29TH St., STE D Parkersburg, WV 26101</p> <p>Scioto Putnam County, WV 105 Erskine Ln., STE 105B Scott Depot, WV 25560</p> <p>National Maintenance Contractors, L.L.C. Main Office: 34004 9th Ave. S., Suite B110 Federal Way, WA 98003</p> <p>National Maintenance Contractors Spokane, WA 5227 E. Trent Avenue Spokane, WA 99212 Phone: (509) 315-9862</p> <p>National Maintenance Contractors Spokane, WA 9221 N. Division, Suite D Spokane, WA 99218</p> <p>National Maintenance Contractors Kennewick, WA 7103 W. Clearwater Ave., STE D Kennewick, WA 99336</p>
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Exhibit A

		<p>CBM Systems, L.L.C. Main Office: 7409 SW Tech Center Drive, STE 100 Tigard, OR 97223</p> <p>Haynes Building Service, L.L.C. Main Office: 16027 Arrow Highway, STE I Irwindale, CA 91706</p> <p>Haynes Building Service San Diego, CA 7945 Dunbrook Rd., STE E San Diego, CA 92126</p> <p>Haynes Building Service Sacramento, CA 3722 Happy Lane, STE 40 Sacramento, CA 95827</p> <p>Haynes Building Service Santa Clarita, CA 26376 Ruether Ave. Santa Clarita, CA 91350</p> <p>Haynes Building Service Tempe, AZ (Pro Serv) 2507 W. Erie Drive, Suite 103 Tempe, AZ 85282</p> <p>Marsden South, L.L.C. Main Office: 11000 S. Wilcrest Drive, STE 127 Houston, TX 77099</p> <p>Marsden South Pompano Beach 1388 SW 8th St. Pompano Beach, FL 33069</p> <p>Marsden South Freeport, TX 1744 W. 4th St., STE 204 Freeport, TX 77541</p> <p>Marsden South Orlando, FL 2200 Forsyth Road, Unit A2 Orlando, FL 32807</p> <p>Marsden Northeast, L.L.C. Main Office: 3004 Gill St. Bloomington, IL 61704</p> <p>Final Touch, L.L.C. Main Office:</p>
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		<p>1717 University Ave. W. St. Paul, MN 55104</p> <p>Palen Kimball, L.L.C. Main Office: 1717 University Ave. W. St. Paul, MN 55104</p> <p>Palen Kimball Spring Lake Park, MN 8260 Arthur St. NE, STE A Spring Lake Park, MN 55432</p> <p>Al's Window Cleaning, L.L.C. Main Office: 12020 W. Ripley Ave. Wauwatosa, WI 53226</p> <p>Marsden Mechanical, L.L.C Main Office: 2507 W. Erie Drive, STE 103 Tempe, AZ 85282</p> <p>Caledonian Building Services, L.L.C. Main Office: 47 Rickenbacker Circle Livermore, CA 94551</p> <p>Caledonian Building Services San Leandro, CA 1937 Davis St. San Leandro, CA 94577</p> <p>American Security, L.L.C. Main Office: 1717 University Ave. W. St. Paul, MN 55114</p> <p>American Security Des Moines, IA 2801 Bell Avenue Des Moines, IA 50321 Phone: (515) 245-4350</p> <p>American Security West Allis, WI 2077 South 116th Street West Allis, WI 53227</p> <p>American Security Omaha, NE 13217 F Street Omaha, NE 68137</p> <p>American Security Winter Park, FL 1313 W. Fairbanks Ave., STE 200A</p>
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		<p>Winter Park, FL 32789</p> <p>American Security Rochester, MN 15 Civic Center Dr. NE Rochester, MN 55904</p> <p>American Security Tempe, AZ 2507 W. Erie Drive, STE 103 Tempe, AZ 85282</p> <p>American Security Miramar, FL 1388 SW 8th St. Pompano Beach, FL 33069</p> <p>American Security St. Louis, MO 314 North Jefferson Ave. St. Louis, MO 63103</p> <p>American Security Venice, LA 40412 A River Rd. Venice, LA 70091</p> <p>American Security Broussard, LA 406 East Madison St. Broussard, LA 70518</p> <p>American Security Pascagoula, MS 5912 Old Mobile Highway 7, STE 7 Pascagoula, MS 39581</p> <p>Tier-One Property Service, LLC Main Office: 1100 S. Wilcrest Dr., STE 125 Houston, TX 77099</p> <p>Tier-One Property Service Dallas, TX 7610 N. Stemmons Suite #335 Dallas, TX 75247</p> <p>Tier-One Property Service Marysville, OH 405 South Oak Street Marysville, OH 43040 Phone: (937) 644-0888</p> <p>Tier-One Property Service Kansas City, MO 8601 E. 63rd Street</p>
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Exhibit A

	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>Kansas City, MO 64133</p> <p>Marsden is a fully Integrated Facility Services (IFS) provider with significant technical capabilities. We have the ability to become a total Facility Management solution for an agency. We can also be utilized to outsource specific maintenance positions, such as a Facility Manager or Maintenance Tech. We can also be utilized to provide a specific service, such as janitorial.</p> <p>Some of our value added technical capabilities are listed below. We self-perform these services in AZ and MN. We can consult with you and/or sub-contract these services in all other states:</p> <ul style="list-style-type: none"> • Preventative Maintenance • Filtration & Ventilation • Central Chiller Systems • Cooling Towers • Package & Split Systems • Evaporative Coolers • Compressors • Conversation of Central Air Systems to Individual Split Package Air Conditioners • Energy Conservation Consulting • Facility & Equipment Evaluation • Energy Audits, Systems Solutions, & Management Controls • Industrial Ammonia Refrigeration Systems • Integrated Controls Systems • Emergency Services • Drain Cleaning & Drain Jetting • Toilet, Sinks, Faucets, & Flush Valves • Sewer Lines Repaired & Replaced • Water Services Repaired & Replaced • Video Inspection Services • Underslab Leak Location • Backflow Devices & Inspections • Gas Piping Repaired & Replaced • Medical Gas Piping & Inspections • Tankless Water Heater, Lift Stations, Sump Pumps, Pumps System & Booster, and Tampering Valves
<p>Cost-saving strategies</p>	<p><i>Outline cost-saving strategies or innovative approaches your organization employs to minimize expenses while maintaining quality service levels.</i></p>	<p>We owe a lot of our success to our long-term clients that have helped us learn how to be innovative and cost effective. Honda of America Manufacturing is one of these clients. We have been their janitorial service provider since they opened their first automotive production plant in the United States in 1981.</p> <p>We have been their service provider since 1981 because of our ability to employ innovative strategies to save them money over the years. We accomplish this by building it into our culture.</p> <p>It is purposefully built into our CULTURE by focusing on 3 things on a daily basis: People, Process, & Management</p>

Exhibit A

		<p>People: We appreciate, respect, and invest in our labor force. We treat our employees with dignity and provide them with a positive company culture. We also offer competitive benefits packages and opportunities for career growth. Our staff take pride in their work and their ability to serve our clients.</p> <p>Process: We develop a defined, site-specific approach for each client facility that implements best practices and allows us to provide consistent results every shift.</p> <p>Management: We use advanced technologies and industry-leading labor management techniques to measure performance, gain efficiencies, and provide exceptional service. Above all, our management teams understand how to work with people and get the best out of them.</p> <p>When we have all of the right people working together, we are able to reduce costs. Since our front line is part of the process, they generate ideas to help us reduce costs. We pay our front-line associates more than the competition and offer them benefits. This helps to engage them in the process. They know when we reduce our labor, the result helps us to pass along pay increases to them.</p>
	<p><i>Outline any value-added services or programs your organization offers that could potentially reduce costs or improve operational efficiencies.</i></p>	<p>An example of our value added service in our janitorial business is a process called the TECH Program. TECH stands for Teach Easy Cleaning Habits. The program is designed to deliver consistent efficient results by breaking down our clients scope of work into easy to understand tasks. These tasks are then put into Route Cards. Each route is designed with the proper supplies and equipment. Each Route Card describes the task to be completed as well as the general timing it should take to run the route. See the example below.</p> <div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <p>Why it Matters</p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;">  <p>CONSISTENCY TECH eliminates the variables from one cleaner to the next, ensuring uniform performance.</p> <li style="margin-bottom: 10px;">  <p>EFFICIENCY TECH's best practice method for cleaning each area ensures time and energy are not wasted.</p> <li style="margin-bottom: 10px;">  <p>OWNERSHIP Each cleaner assigned an area of responsibility, which instills a sense of ownership.</p> </div> <div style="width: 45%;"> <p>How it Works</p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;">  <p>TASKS TECH specifies everything that needs to be done at the site in a certain order.</p> <li style="margin-bottom: 10px;">  <p>ROUTE Cleaners are taught the most efficient path and cleaning method for each area.</p> <li style="margin-bottom: 10px;">  <p>SUPPLIES TECH incorporates the best equipment and chemicals to use at each site.</p> </div> </div> <p>TECH Program - Route Card Example:</p>

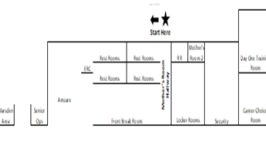

		<table border="1"> <thead> <tr> <th>Start Time</th> <th>End Time</th> <th>Area</th> <th>Task</th> </tr> </thead> <tbody> <tr> <td>6:00</td> <td>6:30</td> <td>Main Area</td> <td>Check in Pro 400 safety & maintenance meeting</td> </tr> <tr> <td>6:30</td> <td>6:45</td> <td>Reception Area</td> <td>Full room cleaning for 1000 sq ft</td> </tr> <tr> <td>6:45</td> <td>7:00</td> <td>Main Area</td> <td>Full room cleaning for 1000 sq ft</td> </tr> <tr> <td>7:00</td> <td>7:15</td> <td>Break Room</td> <td>Break area</td> </tr> <tr> <td>7:15</td> <td>7:30</td> <td>Main Area</td> <td>Full room cleaning for 1000 sq ft</td> </tr> <tr> <td>7:30</td> <td>7:45</td> <td>Reception Area</td> <td>Full room cleaning for 1000 sq ft</td> </tr> <tr> <td>7:45</td> <td>8:00</td> <td>Main Area</td> <td>Full room cleaning for 1000 sq ft</td> </tr> <tr> <td>8:00</td> <td>8:15</td> <td>Break Room</td> <td>Break area</td> </tr> <tr> <td>8:15</td> <td>8:30</td> <td>Main Area</td> <td>Full room cleaning for 1000 sq 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for 1000 sq ft	<p>Full room cleaning: thorough dusting of upper surfaces, baseboards, door frames, window sills, etc. Full room vacuuming: vacuuming of all carpeted areas, including under furniture. Full room mopping: mopping of all hard floor surfaces. Full room disinfecting: application of disinfectant to all high-touch surfaces. Full room sanitizing: sanitizing of restrooms. Full room pest control: application of pest control products. Full room fire safety: inspection of fire extinguishers, fire alarm pull stations, etc. Full room security: inspection of security cameras, access control, etc. Full room energy conservation: turning off lights, computers, etc. when not in use. Full room environmental: maintaining indoor air quality, etc. Full room safety: ensuring clear exit paths, etc. Full room compliance: ensuring all cleaning activities meet regulatory requirements. Full room documentation: recording all cleaning activities in a log. Full room reporting: providing regular reports to management. Full room training: ensuring all cleaning staff are properly trained. Full room quality control: ensuring all cleaning activities meet quality standards. Full room cost control: minimizing cleaning costs while maintaining high quality. Full room customer satisfaction: ensuring all cleaning activities meet customer expectations. Full room flexibility: being able to adapt to changing cleaning requirements. Full room scalability: being able to scale cleaning services up or down as needed. Full room innovation: using new cleaning technologies and methods. Full room sustainability: using eco-friendly cleaning products and practices. Full room risk management: identifying and mitigating cleaning-related risks. Full room compliance: ensuring all cleaning activities meet regulatory requirements. Full room documentation: recording all cleaning activities in a log. Full room reporting: providing regular reports to management. Full room training: ensuring all cleaning staff are properly trained. Full room quality control: ensuring all cleaning activities meet quality standards. 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<p>Staff management and training</p>	<p>Outline your management structure and supervision processes for facilities management services.</p>	<p>Effective & Efficient Equipment: As labor rates and healthcare costs continue to increase, we utilize efficient and effective equipment to help us reduce labor and provide more consistent results.</p> 																																																																																																																																																																	
		<p>Our Facility Management (FM) structure is designed to be flexible and adaptable for each client. We typically customize a solution for each client. The structure provided below describes a full FM structure. For example, customers can decide to utilize just our janitorial solution. The square footage of each client facility will dictate the number of cleaning personnel, and thus determine the level and amount of management that is sufficient and necessary to provide proper oversight.</p> <p>The example below is for a large school district that has a full FM outsource model:</p>																																																																																																																																																																	

Exhibit A


		 <pre> graph TD FM[Facility Manager] --> BE[Building Engineer] FM --> JS[Janitorial Supervisors] FM --> GS[Grounds Supervisor] BE --> MT[Maintenance Techs] JS --> TL[Team Leads] TL --> CT[Cleaning Techs] GS --> GC[Grounds Crew] </pre> <p>Differentiator – TEAM LEADER Position: One of the differences with our management model is the Team Leader position. In our opinion, this position is critical to the successful deployment of a janitorial solution. This position is the eyes and ears of management. They help to set pace and are key in providing on-the-job training to new cleaning techs. Additionally, we have learned over the years that it is important to have a pre-management position. The Team Leader does not have the hire, fire, and disciplinary responsibilities. This is helpful with the career development of our cleaning techs. This becomes their first step into a management position without feeling all of the pressures of management and supervision.</p>
	<p><i>Describe your background check and screening processes you have in place for employees.</i></p>	<p>We do business with a lot of government agencies and fortune 100 companies that have very strict background check processes. Many of our non-government clients are financial services and banking customers like JP Morgan Chase, Fidelity, Capital One, & Wells Fargo that require additional background checks. One example of this is AOA for airports. In these cases, we follow our clients background check process.</p> <p>Our standard process is to require 2 forms of ID to begin the process. We perform a national background check. We also utilize E-Verify to make sure the applicant is legal to work in the US. We utilize both IDs to make sure all information matches with E-Verify. We also perform FBI/BCI background checks for many of our government contracts – especially our K-12 school customers.</p>
	<p><i>Describe your strategies for recruiting and retaining qualified staff members. When engaging with a new customer, outline any strategy or approach to retaining existing employees.</i></p>	<p>Our entire recruiting and operational approach is based on hiring the best possible people and retaining them.</p> <p>We have full-time professional recruiters that perform the initial interview and determine if the applicant is a fit for the position. Our recruiters work with our Operations and Sales Teams to make sure they understand each job. By understanding each job, it is easier for them to find people that will be a fit. When we have a good fit, we have a higher probability of retaining.</p> <p>Our recruiters utilize Fountain software, this technology makes it easier for each applicant to communicate with us during the recruiting process. This technology also helps our recruiters have purposeful conversations with each applicant that appears to be a potential fit.</p> <p>A “Fit” is someone that matches our company culture:</p> <ul style="list-style-type: none"> ✓ Self-respect ✓ Professional attitude

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		<ul style="list-style-type: none"> ✓ Takes pride and satisfaction in their work ✓ Flexible and friendly <p><u>Differentiator – Marsden’s Management site management team performs on site interview and makes final hire decision.</u></p> <p>Before we started using Fountain, our recruiters were spending too much time on administrative tasks and too much time talking to the wrong candidates. Now, our recruiters have time to provide helpful information to our new applicants to get them to the jobsite for their site interview with our Operations and Management team. Most companies in our industry don’t perform multiple interviews. Our onsite management team makes the final hiring decision.</p> <p>Our recruiting team also follows up with the applicant after their interview and after their first few days on the job. We have found that these extra touch points have improved our overall retention numbers.</p> <p>Hiring the right people the first time is just the first step in our retention program. We have engagement programs that are designed to help our Operational and Management teams retain our front-line workforce. The most impactful program is our training and development programs that help us to career path our workforce. One of the initial promises we make our new cleaning tech is that they can have a career with us. We have example after example of our front-line associates developing careers with us.</p> <p>Our CEO (Guy Mingo) started with us in the late 1970s as a part time cleaner. He became a supervisor and continued to work his way up through the organization. We have multiple Division Presidents and VP’s of Operations that started the same way.</p> <p>As discussed in the previous section (Labor Management & Quality Control), we measure the morale of our associates as part of SQCDM. Our Associate Survey is detailed in that section. We also measure turnover and length of service to make sure our site management is retaining our front-line associates.</p>
	<p><i>Outline any training and development programs available for staff members.</i></p>	<p>Every new Marsden employee goes through a multi-step training process. They complete hours of education and practice before commencing work. The result is a workforce that is knowledgeable, efficient, consistent, and highly skilled. Our training enables our employees to deliver quality, customer-focused services. Our committed cleaning team provides:</p> <ul style="list-style-type: none"> • The highest level of quality • Associates who demonstrate accountability and ownership in their work • An emphasis on safety, best practices, and proper techniques • Efficient methods and a subsequent reduction in costs • Consistent performance through training specific methods <p><u>Classroom Training</u></p> <p>The first portion of the training program takes place in a classroom. Classroom training focuses on introducing employees to Marsden’s culture and emphasizing safety. By carefully covering safe practices before an employee begins any physical training, we ensure employees start their Marsden careers with safety in mind.</p> <p>There are test questions after each section to ensure comprehension. Once new employees have satisfactorily completed the first tier of training, they’re given a new employee orientation assessment before commencing onsite training. During classroom orientation and training, new employees learn:</p> <ul style="list-style-type: none"> • Company policies and procedures • Employee “Right to Know” information • Blood borne pathogens safety procedures (if applicable) • Safe use of all products and equipment

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		<ul style="list-style-type: none">• Back care and safety techniques• Recommended lifting techniques• Use of Safety Data Sheets (SDS)• Occupational Safety and Health Administration (OSHA) labeling• Environmentally conscious cleaning techniques <p><u>Technical Training</u></p> <p>Upon the successful completion of the assessment, new employees begin their onsite technical training, which includes:</p> <ul style="list-style-type: none">• Standardized cleaning methods• Site-specific training and safety protocols• Safety training• Human resources policies• Training on customer service skills, called Marsden’s Star Service© program• Proper use of equipment• Advanced industry training• Supervisory skills• Management development <p>A key aspect of onsite training is a specialized two-hour course led by our Human Resource (HR) personnel on Marsden’s Star Service© program. This program is unique to Marsden and reminds our personnel to incorporate customer service into their daily routines. By doing so, we create a company-wide culture that recognizes the vital importance of building relationships with our customers.</p> <p>During the onsite training, new employees are also able to build upon classroom learning. By watching trainers’ model correct techniques and demonstrate safe practices, new employees can visualize what they’re learning. This prepares them to practice these procedures and techniques themselves in the final step of training.</p> <p><u>Procedural Training</u></p> <p>The final stage in our training program is for employees to receive one-on-one instruction during procedural training. This ensures employees have retained what they’ve learned, and they can execute it.</p> <p>During the hands-on training, a designated trainer works side by side with the new cleaner, and as they clean, the new employee is taught:</p> <ul style="list-style-type: none">• Marsden’s unique cleaning system, called “Teach Easy Cleaning Habits” (TECH)• A specific cleaning system that is the same for all cleaners• A schedule for performing periodic tasks <p>in addition to the initial training programs, all our staff are expected to complete ongoing training and annual refresher training courses. All training records are stored with our HR department and monitored for compliance.</p> <p><u>Supervisor Training</u></p> <p>We provide thorough training at every level of our organization. All management personnel complete the Marsden University© Manager’s Training, an extensive career-training curriculum covering:</p>
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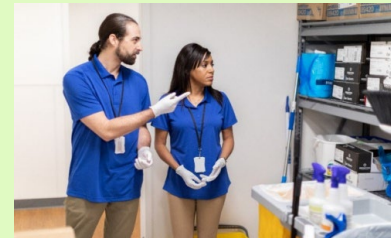


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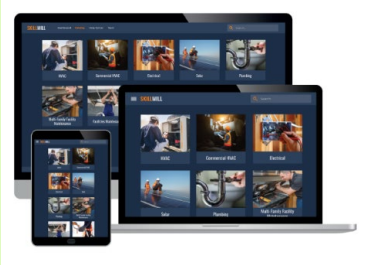
		<ul style="list-style-type: none"> • Management Training Core Curriculum – managers and supervisors are required to complete 40 hours per year • Managing cultural diversity • Creating a respectful workplace • Discipline and termination policies • Conducting performance reviews • Effective oral and written communication strategies • Customer relations • Leadership and motivation Skills • Chemical and equipment safety • OSHA regulations and certification programs • Right-to-Know laws • Blood borne pathogens and hazmat certifications <p><u>Skill Based Training & Virtual Technical Support</u> We utilize Interplay Learning for our skill based training and virtual technical support. This helps us to ramp up our greener techs faster and helps to teach a broader set of skills. This also provides more confidence amongst techs to diagnose and fix jobs properly the first time.</p>  <p>We utilize Aubrey Daniels and Franklin Covey for our executive management training. We also have a Marsden University web site (Skillsoft) where management and associates can take classes.</p>
Integration with other platforms		<p>Our computer systems have been able to integrate with any of customers’ systems. We can integrate with anything, whether its directly one to one via APIs or we can take data in/out of our Data Warehouse if needed to get the data where it needs to go. .</p>
	<p><i>Outline any technology and software solutions your organization uses to support facility management services.</i></p>	<p>We currently use eHub from Team Software as our main labor management tool. We also use Great Plains accounting software. Our IFS team utilizes YARDI for work orders. We are beginning a Salesforce integration. Salesforce will become our main API.</p>
Customer implementation and support plan	<p><i>Describe your company’s implementation and training plan for new customers, including a general timeline for implementation services.</i></p>	<p>For a full service implantation of Integrated Facility Management (IFS) where we are employing a Facility Manager, Maintenance Techs, and providing a managed janitorial service program, our typical implementation is 60 days.</p> <p>However, if an agency is implementing just one (1) service line, such as Janitorial, security, or a maintenance position, the implementation timeline is 30 days. The implementation increases to 60 days only when we become your full service FM provider.</p> <p>Each of our client’s facilities are unique. Therefore, we put together a customized transition plan based on the needs of each facility. Each plan is based on providing communication throughout the process.</p>

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		<p>Our implementation plan is based on developing Operational, Human Resources, Supplies & Equipment, Security, and Safety programs. A significant portion of information is collected during the selling process. Therefore, in most cases, we are implementing a specific plan and communicating results during our transition.</p> <p>There typically is not any training that is needed for our customers.</p> <p>We typically request short weekly meetings to provide status updates to the client. These meetings occur prior to a transition date and occur 2 to 4 weeks post transition. In most cases, our teams are able to transition accounts with minimal time from our customers. We are able to gather information from our weekly meetings and our site tours.</p> <p>Therefore, our transitions are seamless and do not require a significant investment of time from our clients. We typically transition over 60 MM SF per year.</p>
<p>Security protocols and privacy protection</p>	<p><i>Please describe protocols taken to ensure the protection of privacy and data, particularly personal identifiable information of both internal and external stakeholders.</i></p>	<p>The overarching objective of information security is to develop, implement and manage a security program that achieves six basic outcomes of effective security governance:</p> <ol style="list-style-type: none"> 1. Strategic alignment with business strategy to support organizational objectives. 2. Execute appropriate risk management measures to protect the confidentiality, integrity, and availability of critical information and systems. 3. Optimize security investment for value delivery. 4. Develop security architecture(s) to effectively and efficiently manage critical infrastructure resources. 5. Monitor and report on information security processes to ensure objectives are achieved. 6. Integrate all relevant assurance factors to ensure that processes operate as intended, end-to-end. <p>This document outlines the Marsden Services Information Security Program. It establishes a comprehensive program to assess electronic and physical means of accessing, gathering, storing, utilizing, transmitting, and safeguarding information assets and technological resources within Marsden Services. The objective is to ensure uniform implementation across all divisions of the organization. This risk-based Program extends to any satellite locations operated by Marsden Services. Embracing this Program guarantees the adoption and upkeep of robust information security measures, thereby protecting invaluable assets of Marsden Services, including information, personnel, identities, applications, and infrastructure. Depending on their role, each employee will have specific responsibilities in maintaining and adhering to this program.</p> <p>The Marsden Services information security program is meticulously crafted to uphold the protection and confidentiality, integrity, availability, accountability, and auditability of Marsden Services' information assets. This program encompasses various activities, projects, and initiatives to develop the program, execute the strategy, and oversee the outcomes. The overarching goal is to facilitate the operations of Marsden Services, its employees, partners, customers, and stakeholders, enabling them to engage in teaching, learning, research, and business activities while exchanging information securely within a meticulously managed risk environment. The program extends its coverage to all computing resources and information assets within Marsden Services, including those overseen by administrative personnel, various departments, and third-party managed services. It applies universally to all individuals using, maintaining, or managing Marsden Services' business processes, applications, and infrastructure.</p> <p>Marsden Services handles a diverse array of sensitive data, encompassing Personally Identifiable Information (PII), financial records, including data subject to GLBA regulations, and credit card information governed by PCI DSS standards. Safeguarding this information against unauthorized access and disclosure is paramount, necessitating a comprehensive comprehension of its characteristics,</p>

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		<p>locations, creation methods, transmission channels, sharing protocols, storage procedures, deletion processes, and eventual destruction methods. It is imperative to recognize that ownership of university/business information lies with those ultimately accountable for the corresponding business processes.</p> <p>The information security program largely adapts to the National Institute for Standards and Technology (NIST), “Framework for Improving Critical Infrastructure Cybersecurity”, for managing Marsden’s information assets. The framework is a flexible, risk-based implementation that can be used with a broad array of information security risk management processes. Adapting the framework allows Marsden to establish a roadmap for reducing risk that reflects university risk management priorities.</p>					
Customer service/problem resolution	<i>Describe your company’s Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p>Marsden has a 24/7/365 Customer Service Center. Each client that is set up within this call center has a pre-designated phone tree.</p> <p>Our Account Managers and Operational Management team also provide a customer service function. Most of our customers contact their Account Manager directly. Our Account Managers are trained to respond to all customer service issues. Our management teams typically work 1st shift. We also have operational management that works 2nd shift. Therefore, most of our accounts are covered by someone they are familiar with from 8 am until about midnight.</p>					
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	<p>Since we are a private company, we consider our financial statements confidential and proprietary information. We are happy to share our financial statements upon signing a NDA.</p> <p>Marden has a \$125 million revolving line of credit to meet the liquidity needs of our consolidated company. Marsden participates in a consolidates cash management process. Under this process our holding company and its subsidiaries utilize zero balance accounts (ZBAs), and these accounts are zero balanced daily. Our holding company maintains excess cash generated by its subsidiaries’ operations and provides cash to meet its subsidiaries’ utilizing the revolving line of credit as needed.</p> <p>Our financial stability is evidenced by our:</p> <ul style="list-style-type: none"> • Strong balance sheet • Low total debt to equity ratio • Revenue to retained earnings growth • Strong operating cash flows • \$125 million line of credit with \$106 million unused and currently available <p>A letter from our bank is included in Appendix A</p>					
	<i>What was your annual sales volume over last three (3) years?</i>	<table border="1"> <tr> <td>2021</td> <td>\$418,221,238</td> </tr> <tr> <td>2022</td> <td>\$492,523,100</td> </tr> <tr> <td>2023</td> <td>\$528,627,550</td> </tr> </table>	2021	\$418,221,238	2022	\$492,523,100	2023
2021	\$418,221,238						
2022	\$492,523,100						
2023	\$528,627,550						

Other factors relevant to this section as submitted by the Respondent

Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency

Since we utilize cloud based software to collect a majority of our data, we have almost endless capacity and capability to provide all types of management reports.

Our associates clock in via our eHub mobile software, therefore we provide time and attendance reports. We can also provide all types of reporting on service quality. This includes on-time completion of work orders and projects.

Some examples of different types reporting capabilities are illustrated below and include:

1. Inspections – janitorial quality inspection by area type
2. Touch Point (NFC tag validation): cleaning time in specific areas
3. Period Schedule – showing completion of scheduled work
4. Service Request – illustrating completion rates



Provide your safety record, safety rating, EMR and worker's compensation rate where available.

TRIR = 1.54
EMR = .73

Qualification and Experience (25 Points)

Respondent reputation in the marketplace

Provide a link to your company's website

www.marsden.com

Exhibit A

	<p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>Adrian “Skip” Marsden began cleaning buildings with just a mop and a station wagon in 1952. He began a tradition of accountability and impeccable customer service that remains the backbone of our business model to this day. His customer-first approach ensured that Marsden provided the most effective facility services available at a price that was fair and sustainable to clients, as well as workers.</p> <p>Today, Marsden Services is a facility services company that provides janitorial, security, building maintenance, and specialty property services to clients throughout the United States. As a highly experienced Building Services Contractor, we have the flexibility to provide customized services to small and large clients alike, including those with multi-state or multi-regional footprints. We enjoy an unmatched reputation for preserving property value by helping facility and property managers maintain safe, clean, and efficient facilities.</p> <p>Marsden is one of the largest privately held janitorial companies in the country. We have grown to a company of over \$500 million dollars in annual sales with 11,500 employees nationwide. Nonetheless, we have maintained our “people first” mentality. We continue to reinforce this by fostering a positive environment in which the founding values of Skip Marsden are paramount. In short, <u>we keep our promises.</u></p> 
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>No. Marsden Services has not. Scioto, one of Marsden’s janitorial service companies has an agreement with Equalis through Sourcing Alliance. One of our HVAC companies (Sun States Mechanical based in AZ) has worked with Region 10.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p><u>Executive Support - Mark Dorenkott – President of Marsden South</u></p> <p>Mark is responsible for overseeing Marsden’s operations in the southern United States, including Texas, Florida, and the Gulf Coast area. Mark brings over 19 years of professional experience in management, planning, strategy, operations, safety, customer service, employee training, cost reduction, and supplier management.</p> <p>Before joining Marsden South, Mark gained recognition as the Area Vice President and Operations Executive for Gateway Services, Inc. He delivered measurable improvements to customer satisfaction, company value, strategic planning and implementation, employee training, and employee morale. The workplace safety protocols Mark implemented markedly reduced injuries and lost workdays. Prior to Gateway Services, Mark served as District Operations Manager for Shred-it Inc, where he was integral in the planning, operations, development, and financial management. Before Shred-it, Mark served as Regional Business at Cintas and managed business development, profit and loss accountability, sales support, recruitment, training, cost reduction, and supplier and vendor management. Prior to Cintas, Mark served as an executive at Ferguson Enterprises, managing several supply chain projects that included operational excellence and improvements, sales support, finances, and overall cost reduction.</p> <p>Mark’s accolades include: Shred-it Outstanding Achievement Award Cintas Outstanding Achievement Award Ferguson Enterprises Associate of the Year Award</p>

Exhibit A

	<p>Mark earned his B.A. with a double major in Purchasing and Production from Bowling Green State University in Bowling Green, Ohio.</p> <p><u>Account Manager – Bifredo Barros (located in Dallas, Texas)</u> Bifredo currently provides operational support to over 20 locations that total 1 MM square feet. Support includes training managers and supervisors to ensure compliance with requirements and contract specifications for multiple locations. He provides leadership to on-site managers, project managers, supervisors and team leads. Bifredo has a proven track record of increased productivity of management personnel. Bifredo is also responsible for coaching/training on and safety awareness to all employees. He is also our primary contact to provide customer service and relationship management with our clients in the Dallas area.</p> <p>Before joining Marsden, Bifredo was an area Manager for a production distribution company located in Lewisville, TX. Bifredo has over 27 years of management experience in production, distribution, manufacturing and janitorial with extensive knowledge of lean manufacturing principles. Proven management experience in team development and continuous improvement. Experienced in both union and nonunion settings. Familiar with high performance work team concepts in a fast-paced work environment. Specialized in improving operating costs. Bifredo is also fluent in English and Spanish.</p> <p>Contract Manager – Brian Christiansen – VP & Deputy General Counsel: Brian serve as our contract manager. He is also an advisor to senior management litigation, contracts, acquisitions, labor and employment, regulatory compliance, etc. Brian also advise HR professionals and business leaders on employment and labor matters, including employment policies, agreements, and collective bargaining negotiations with labor unions. Brian also oversees our outside litigation counsel and internal claims department team to administer and defend workers' compensation, auto, general liability, and other claims.</p> <p>Brian has develop process improvements and prepared standard operating procedures (both legal and non-legal) to improve consistency and scalability of business operations. He was Co-Chair of Task Force to address critical issues facing the business such as talent acquisition, retention, and the COVID-19 pandemic</p> <p>Previously, Brian was an attorney at Hellmuth & Johnson, PLLC (2012 – 2019), where he took depositions, argued motions, and negotiate settlements in high-stakes commercial litigation, and litigation prevention, preparation, and strategy. Brian attended Hamline University School of Law, St. Paul, MN (Juris Doctor, summa cum laude, May 2012).</p> <p><u>Marketing & Sales Support – Steve Niswonger – Director of Major Accounts:</u> Steve has over 20 years of experience in the building services contracting industry. He joined Scioto (Marsden's second janitorial acquisition) in 2003 as a principal to help effectively grow the business. Steve has a significant amount of experience work-loading complex facilities and providing cost effective operational and management plans.</p> <p>One of Steve's primary functions is to support sales with developing accurate and effective staffing and management plans. He works closely with Operation to make sure we are delivering on promises. Responsibilities also include: costing & cost control, operational design & efficiency, Leadership over site, and Quarterly Business Reviews.</p> <p>Steve previously worked in the specialty chemical industry with a focus on surface science. Steve was a B.S. from The Ohio State University in Systems Engineering.</p> <p>Key Accomplishments: IFMA – past Board Member BOMA – past Board Member</p>
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Exhibit A

Exhibit A

		<p>Life Care Alliance / Meals on Wheels – Board Member See Kids Dream – special advisor / past Board Member</p> <p><u>Billing, Reporting, and AP – Jackie Rienenston:</u> Jackie is a business professional with deep and wide-ranging experience in diverse professional environments. Strong accounts receivable, billing and computer skills with excellent attention to detail. Her areas of expertise include:</p> <table border="0"> <tr> <td>Customer Service Management</td> <td>Financial Analysis & Reporting</td> </tr> <tr> <td>Team Leadership</td> <td>Staff Training & Development</td> </tr> <tr> <td>Accounts Receivable</td> <td>Process Improvement</td> </tr> <tr> <td>Billing & Invoicing</td> <td>Account Reconciliation</td> </tr> </table> <p>Jackie has been with Marsden since 2010. She supervises our Billing/Accounts Receivables. She assure timely collection of monies due; interface with customers on past due balances. Assure timely and accurate invoicing and standard invoice template is in place for all customers. Manages cash application; making sure all cash receipts are applied properly and in a timely manner.</p> <p>She make recommendations to improve quality of invoicing and collection procedures, and trains and supervises staff members in areas of procedures, customer relations and system operations.</p> <p>Previously, Jackie worked at Harland Clarke in Eagan, Minnesota where she was responsible for Great Plains and Peoplesoft. Jackie has a certificate, Minneapolis Business College, Honors Accounting Program, Roseville, Minnesota and Applied Leadership Program, Liberty Enterprises, Mounds View, Minnesota.</p>	Customer Service Management	Financial Analysis & Reporting	Team Leadership	Staff Training & Development	Accounts Receivable	Process Improvement	Billing & Invoicing	Account Reconciliation
Customer Service Management	Financial Analysis & Reporting									
Team Leadership	Staff Training & Development									
Accounts Receivable	Process Improvement									
Billing & Invoicing	Account Reconciliation									
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<table border="0"> <tr> <td>2021</td> <td>\$31,000,000</td> </tr> <tr> <td>2022</td> <td>\$4,000,000</td> </tr> <tr> <td>2023</td> <td>\$49,000,000</td> </tr> </table>	2021	\$31,000,000	2022	\$4,000,000	2023	\$49,000,000		
2021	\$31,000,000									
2022	\$4,000,000									
2023	\$49,000,000									
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>The past several years we have had significant growth in K-12 schools and colleges and universities. From our experience, these types of organizations had a difficult time staffing post covid as wages increased and the labor market seemed to shrink and shift.</p> <p>We were successful during this same time period because of our investment in the Fountain recruiting technology (previously mentioned) and our investment in recruiting professionals. We were able to demonstrate this to the K-12 and higher education market we were actively calling on.</p> <p>Therefore, our strategy is to continue to call on K-12 and higher education clients. Now that we have been awarded the business, many of our current clients would appreciate a GPO solution like Equalis to renew our contracts.</p>								
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>We have not been involved in any bankruptcy or reorganization litigation.</p>								
Minimum of 5 public sector customer references relating to	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within</i></p>	<p>Our references are below: Mason City School District Chief Operations Officer</p>								

Exhibit A

Exhibit A

<p>the products and services within this RFP</p>	<p><i>the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Todd Petry 513-398-0474 petreyt@masonohioschools.com 211 N. East Street Mason, OH 45040 Client since 2018 Janitorial Services and Maintenance Tech positions, \$2 MM+ annual volume</p> <p>Three Rivers Local School District Director of HR and Administrative Operations Aaron Marshall 513-824-7502 amarshall@trlsd.org 401 N. Miami Ave Cleves, OH 45002 Client since 2021 Janitorial Services and Maintenance Tech positions, \$800k+ annual volume</p> <p>Kings Local School District Director of School Business Affairs Matt Luecke (513) 459-2902 mluecke@kingslocal.net 1797 King Ave Kings Mills, Ohio 45034 Client since 2016 Janitorial Services, \$1 MM+ annual volume</p> <p>Clackamas Education Service District Operations Coordinator Pam Bonner (503) 675-4044 pbonner@clackesd.org 13455 SE 97th Avenue Clackamas, OR 97015 Client since 2012 Full Facilities Management outsource solution, \$200k+ annual volume</p> <p>University of Dayton Rick Krysiak Jr., P.E., LEED Green Assoc. Vice President for Facilities Management and Planning rkrysiak1@udayton.edu (937)229-3769 300 College Park, Dayton, OH 45469 Client since 1989</p>
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Exhibit A

Exhibit A

		<p>Janitorial services for entire campus - multiple shifts, \$5 MM+ annual volume</p> <p>Northern Kentucky University Andy Meeks Director of Business Ops. and Auxiliary Services meeksa@nku.edu 859-572-5575 1 Nunn Drive, Lucas Admin Highland Heights, KY 41009 Client since 2015 Campus wide janitorial services – multiple shifts, \$2MM annual volume</p> <p>Oberlin College Kevin Brown Chief Facilities Officer Kbrown2@oberlin.edu 440-458-2347 173 W Lorain St, Oberlin, OH 44074 Client since 2020 Janitorial service provider for entire campus – multiple shifts, +\$4MM annual volume</p>
<p>Company profile and capabilities</p>	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i></p>	<p>We plan to sell to customers directly. We have found that government agencies like K-12 schools and higher education clients typically want to work directly with their service provider.</p>
<p>Exhibited understanding of cooperative purchasing</p>	<p>No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.</p>	
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>Marsden is a privately owned company. The company is neither owned or operated by anyone who has been convicted of a crime or felony.</p>

Exhibit A

	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Marsden does not have MWBE, SBE, DBE, DVBE, HUB, or HUBzone certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Marsden does have a diversity program. Marsden owns 49% of a joint venture with Woodyly Building Maintenance (WBM) called Tier One Property Services. Tier One Property Services is a MBE company. Skip Marsden and Jimmy Woodyly (founder of WBM) knew each other in the 1970's and worked on projects with each other as their companies grew. Today, Jimmy's children Tiffany and Terry now run WBM. Terry Woodley is the Chairman of the Board of Tier One Property Services. Additionally, Marsden works with MBE and WBE subcontractors whenever possible. An example of this is at the DFW airport. With our WBE sub-contractor, we clean DFW HQ, Rental Car Center, and the auxiliary buildings that surround the airport. Tier One Property Service's MBE Certificate is included in Appendix A
Please attach any certifications you have as part of your response to Form 3.		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes. This RFP was discussed with the CEO of our joint venture company – Tier One Property Services. This RFP was also discussed with our WBE sub-contractor for the DFW airport. The name of this WBE sub-contractor is Clean Masters.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority</i>	We are currently working on 2 additional RFPs with DFW airport. Terminal A and Terminal C RFP are 2 different RFP opportunities. We are in conversations with 2 additional MWBE companies to work with us on our response to both of these RFP. We are also working with our current WBE subcontractor that we already use for our DFW business (Clean Masters). Due to our connections throughout our industry and our joint venture with Tier One Property Services, we have been able to identify valuable MWBE sub-contractors throughout the country.

Exhibit A

	<i>chambers of commerce, and other minority business and trade associations.</i>	
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Our sales teams are focused on colleges, universities, and K-12 schools. We have experienced significant growth in these areas in the past 3 years. Utilizing the Equalis agreement will help our sales force continue to grow in these markets.</p> <p>Our strategy is to train on the Equalis agreement at each of our sales meetings. Our Sales VP will coach their Sales Managers on the Equalis agreement so that each individual salesperson understands it and promotes it in their regions. We will add utilizing the Equalis agreement to each individual salespersons goals so we can track their usage of the agreement in our CRM.</p> <p>Additionally, Marsden will have a Director level position that works with the sales team nationally to assist and support them with any questions regarding the Equaulis agreement.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	<p>Our Sales VPs will ensure that their Sales Managers will train each of their salespeople on how the Equalis agreement works. Our salespeople are already trained how to do a pre-call plan. Additionally, our salespeople are also coached and trained to be consultative.</p> <p>Most of the time our salespeople are working with a school district or higher education facility long before they are actually considering going out to RFP. Therefore, the Equalis contract will be a natural fit into their pre-call plan.</p> <p>Training will take place during monthly sales meetings. Our Sales Managers will coach each salesperson when they are traveling with them in the field. As previously mentioned, we will have a Director level specialist that the sales team will be able to contact and ask questions and get support.</p>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	We acknowledge that our logo can be used.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	<p>We currently do business with Equalis and are able to report our monthly sales with no issues and errors.</p> <p>Our Finance Department and accounting software tracks all revenue that is part of Equalis. We have infinite capacity to report revenue to Equalis as part of this agreement.</p>
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We do not have contracts with other GPOs

Exhibit A

<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>With regards to new clients, we will train our salespeople to discuss the Equalis contract during our initial meeting. This practice is consistent with our consultative selling approach.</p> <p>The Equalis agreement will become part of our new hire training.</p> <p>With regards to existing customers, we plan to use the Equalis agreement to renew our current business at the end of each contract.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Our sales team is growing. We have added about 5 salespeople per year over the past few years. We currently have 25 salespeople that will support this contract. They are located in the cities below. Some of our salespeople cover multiple cities and states. Therefore, our list of cities below indicates where these salespeople are located does not represent our total coverage capability. We have customers across most of the United States.</p> <p>They are located in:</p> <ul style="list-style-type: none"> Seattle, WA Spokane, WA Las Angelas, CA Phoenix, AZ Minneapolis, MN Madison, WI Milwaukee, WI Appleton, WI Green Bay, WI Kansas City, MO Houston, TX Cincinnati, OH Dayton, OH Columbus, OH Orlando, FL Ft Lauderdale, FL Tampa, FL <p>We have multiple salespeople in Columbus, Houston, Minneapolis, Ft Lauderdale, & Las Angelas</p>

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Marsden Services, LLC

Title of Authorized Representative: CAO

Mailing Address: 2124 University Ave W, St. Paul, MN 55114

Signature: *Damon Fraser*
Damon Fraser (Apr 23, 2024 12:31 CDT)

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Marsden Services, LLC

Title of Authorized Representative: CAO

Mailing Address: 2124 University Ave W, St. Paul, MN 55114

Signature: Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Damon Fraser

Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature of Respondent

23/04/24

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:21 CDT)
Signature of Respondent

23/04/24
Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Marsden Services, LLC

ADDRESS 2124 Unversity Ave W

St. Paul, MN 55114

PHONE 612-877-2813

FAX _____

RESPONDANT

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature

Damon Fraser

Printed Name

CAO

Position with Company

AUTHORIZING OFFICIAL

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature

Damon Fraser

Printed Name

CAO

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

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Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? DSF
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? DSF
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? DSF
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

_____ **Marsden Services, LLC** _____ **2124 University Ave W** _____
Company Name Address

_____ **St. Paul** _____ **MN** _____ **55114** _____
City State Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? DSF

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? DSF

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DSF

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? DSF

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? DSF

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? DSF

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? DSF

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? DSF

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? DSF

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? DSF

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? DSF

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? DSF

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? DSF

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? DSF

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? DSF

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Marsden Services, LLC

Company Name

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature of Authorized Company Official

Damon Fraser

Printed Name

CAO

Title

23/04/24

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? DSF
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? DSF
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? DSF
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? DSF
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? DSF
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

Exhibit A

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? DSF
DSF
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

23/04/24

Signature of Respondent

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Marsden Services, LLC

Street: 2124 University Ave W

City, State, Zip Code: St. Paul, MN 55114

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Damon Fraser, an authorized representative of Marsden Services, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Marsden Holding, LLC	2124 University Ave W, St. Paul, MN 55114	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Authorized Signature and Title

23/04/24

Date

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: __Marsden Services, LLC__

Street: __2124 University Ave W__

City, State, Zip Code: __St. Paul, MN 55114__

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT) _____ CAO _____

Authorized Signature and Title

23/04/24

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Exhibit A

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Damon Fraser

Damon Fraser (Apr 24, 2024 09:26 CDT)

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability Partnership

Limited Partnership

Corporation

Limited Liability Corporation

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Marsden Holding, LLC	Name:
Home Address: 2124 University Ave W, St. Paul, MN 55114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR


I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Sole Proprietorship
- Limited Liability Partnership
- Corporation
- Limited Liability Corporation
- Limited Liability Partnership Corporation
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Marsden Holding, LLC	Name:
Home Address: 2124 University Ave W, St. Paul, MN 55114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>23rd</u> day of <u>April</u> , 2024 <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p>(Notary Public)</p> <p>My Commission expires: <u>1/31/28</u></p> </div> <div style="width: 50%; text-align: center;">  <p><u>Brittney Beyl, Executive Assistant</u> (Print name & title of affiant)</p> <p>(Corporate Seal)</p> </div> </div>	

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. To the extent allowed by law, Region 10 ESC shall protect, indemnify, and hold harmless Vendor and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Region 10 ESC, its employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Neither party shall have any obligation to indemnify the other party for its own negligence or willful misconduct.

13.4 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive general public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

23/04/24

Date

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Authorized Signature & Title

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Marsden Services, LLC

Address 2124 University Ave W

City/State/Zip St. Paul, MN 55114

Telephone No. 612-877-2813

Fax No. _____

Email address dfraser@marsden.com

Printed name Damon Fraser

Position with company CAO

Authorized signature 

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)

 Region 10 ESC Authorized Agent

Jun 19, 2024

 Date

Dr. Jana Melsheimer

 Print Name

Equalis Group Contract Number R10-1167B



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.






Equalis Group

Final Audit Report

2024-04-23

Created:	2024-04-23
By:	Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATM9uh5peJtis-7uAyZ9s0AgNHRW_0hSj

"Equalis Group" History

-  Document created by Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
2024-04-23 - 5:24:00 PM GMT
-  Document emailed to Damon Fraser (dfraser@marsden.com) for signature
2024-04-23 - 5:24:08 PM GMT
-  Email viewed by Damon Fraser (dfraser@marsden.com)
2024-04-23 - 5:25:52 PM GMT
-  Document e-signed by Damon Fraser (dfraser@marsden.com)
Signature Date: 2024-04-23 - 5:31:03 PM GMT - Time Source: server
-  Agreement completed.
2024-04-23 - 5:31:03 PM GMT



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Acrobat Sign






Equalis Group - Executed 4-23-24

Final Audit Report

2024-04-24

Created:	2024-04-24
By:	Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASKNOXNmSYjKOLwZU-441TiJYxVesQhoe

"Equalis Group - Executed 4-23-24" History

-  Document created by Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
2024-04-24 - 2:25:56 PM GMT
-  Document emailed to Damon Fraser (dfraser@marsden.com) for signature
2024-04-24 - 2:26:07 PM GMT
-  Email viewed by Damon Fraser (dfraser@marsden.com)
2024-04-24 - 2:26:34 PM GMT
-  Document e-signed by Damon Fraser (dfraser@marsden.com)
Signature Date: 2024-04-24 - 2:26:50 PM GMT - Time Source: server
-  Agreement completed.
2024-04-24 - 2:26:50 PM GMT



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Appendix A

1. Example of Cost Forecast (large college example)
2. Example of Actual Cost Report (hours backup for invoice – small account example)
3. MBE Certificate for Tier One Property Services
4. Letter from BMO Bank - Financial Stability

Exhibit A

Example of Cost Forecast:

Forecast Pricing Sheet		Account Name					
Contact Name:	Steve Niswonger			E-mail address:	sniswonger@marsden.com		
Address:	65 Kingston Ave, Columbus, Ohio 43207						
Phone Number:	614-204-6071		Fax Number:	614-299-9561			
LABOR CONTENT	# Employees	Total Wkly Hrs	Total Monthly Hrs.	Total Annual Hrs.	Hourly Rate	Monthly Cost	Annual Cost
Manager	1	40	173	2080	\$ 33.65	\$ 5,833	\$ 69,992
Asst Manager	1	40	173	2080	\$ 26.44	\$ 4,583	\$ 54,995
Team Leads - Days	5	200	867	10400	\$ 16.00	\$ 13,867	\$ 166,400
Cleaning Techs - Days	22	880	3813	45760	\$ 15.00	\$ 57,200	\$ 686,400
Supervisors (North & South)	2	80	347	4160	\$ 21.63	\$ 7,498	\$ 89,981
Team Leads - Nights	6	240	1040	12480	\$ 16.00	\$ 16,640	\$ 199,680
Cleaning Techs - Nights	25	1000	4333	52000	\$ 15.00	\$ 65,000	\$ 780,000
3rd Shift Supervisor	1	40	173	2080	\$ 18.00	\$ 3,120	\$ 37,440
Floor Techs	3	120	520	6240	\$ 16.00	\$ 8,320	\$ 99,840
Weekend - Saturday - 8 Associates		64	277	3328	\$ 22.50	\$ 6,240	\$ 74,880
Weekend - Sunday - 8 Associates		64	277	3328	\$ 24.00	\$ 6,656	\$ 79,872
Management & Operational Support		15	65	783	\$ 57.69	\$ 3,764	\$ 45,173
Total Labor	66	2,783	12,060	144,719			
Grand Total Labor Costs						\$ 198,721	\$ 2,384,653
EMPLOYEE TAXES-INSURANCE	% Of Labor	Monthly Cost	Yearly Cost				
FICA	7.65%	\$ 15,202	\$ 182,426				
F.U.I.	2.00%	\$ 3,974	\$ 47,693				
S.U.I.	2.20%	\$ 4,372	\$ 52,462				
Liability Insurance	1.20%	\$ 2,385	\$ 28,616				
Workers Compensation	6.65%	\$ 13,215	\$ 158,579				
Total Costs	19.70%	\$ 39,148	\$ 469,777				
OTHER OPERATING COST	% of Labor	Monthly Cost	Yearly Cost				
Cleaning Supplies	0.30%	\$596	\$7,157				
Non Capitalized tools	0.35%	\$698	\$8,374				
Hiring Costs, Benefits	8.79%	\$17,462	\$209,538				
Vacation & Holiday	2.25%	\$4,463	\$53,557				
Phone, Tablet	0.66%	\$1,318	\$15,812				
Uniforms	0.45%	\$892	\$10,703				
Total Operating Cost	12.80%	\$25,428.43	\$305,141				
Summary Cost:	Annual	Monthly					
Total Labor Costs	\$ 2,384,653	\$ 198,721					
total Payroll Tax & Insurance	\$ 469,777	\$ 39,148					
Operating Costs	\$ 305,141	\$ 25,428					
Total Cost Estimate	\$ 3,159,571	\$ 263,298					

Marsden Northeast, L.L.C.

Date Range: 04/14/24 To 04/20/24

Maximum Security Level 3

Timekeeping Report

Hours by Job

04/26/24

7:47:36 AM

Page 1

Job #	Job Name	Total Hours	Budgeted Hours	Budgeted Dollars	Project Hours	Variance	Var %	Ovt Hours	DbI Hours	WT #		
Date	Daily Total	Employee #	Employee Name		Hours	In	Out	Lunch				
4473001	Park National - Newark - Alford Bl				38.76	40.00	\$560.00	0.00	1.24	3.10%	0.00	0.00
04/15/24	8.67	760889	Hanzey, Rebecca	DL Regular	8.67	17:28	02:08					
04/16/24	8.05	760889	Hanzey, Rebecca	DL Regular	8.05	17:32	01:35					
04/17/24	5.14	901648	Volinsky, Josiah	DL Regular	1.97	19:21	21:19					
		902431	Vernon, Ashley	DL Regular	3.17	16:58	20:08					
04/18/24	8.57	760889	Hanzey, Rebecca	DL Regular	8.57	17:33	02:07					
04/19/24	8.33	760889	Hanzey, Rebecca	DL Regular	8.33	17:25	01:45					
Total Hours:					38.76	40.00	0.00	1.24	3.10%	0.00	0.00	
Total Jobs:	1	Total Employees:	3	Total Budgeted Dollars:	\$560.00							
Recap by Hours Type												
Hours Type	OT Eligible	OT Non Eligible	Total Hours		Reg Hours	Ovt Hours	DT Hours					
DL Regular	38.76		38.76		38.76	0.00	0.00					
Totals	38.76	0.00	38.76		38.76	0.00	0.00					

Company Totals

THIS CERTIFIES THAT

Tier One Property Services, LLC



* Nationally certified by the: **MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561720; 561612; 561210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/03/2023

Issued Date

MP01070

Certificate Number

09/02/2024

Expiration Date

**Ying McGuire
NMSDC CEO and President**

Stan Sena, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



BMO Commercial Bank
50 South 6th St, Suite 1000
Minneapolis, MN 55402

1/1/2024

To Whom It May Concern:

Marsden Services LLC has been a client of BMO Bank N.A. since **11/4/2010**. We make available to **Marsden Services LLC** a credit facility, including a **Low 9-Figure** Revolving Commitment with up to **Low 9-Figures** available based on covenants and daily activity. All accounts have been handled satisfactorily, and we have a high regard for the company's management team.

Please contact me at **612-904-8711** or **kim.sullivan@bmo.com** if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Sullivan", is written over a horizontal line.

Kim Sullivan
Client Delivery Team Manager/Vice President | BMO

As of 1/1/2024 the above information is accurate for BMO Bank, N.A.

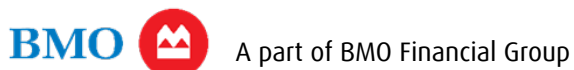


EXHIBIT "B"

MARSDEN SOUTH, L.L.C. QUOTE

Pricing Sheet

City of Miami Springs

COMPANY NAME: Marsden South Updated 2-13-26				
A	B	C	D	E
Item #	Description	Rate per Cleaning	Cleanings per Week	Total Monthly Rate
1	City Hall - 201 Westward Drive	\$	X 5 cleanings =	\$ 1,951.49
2	Police Dept.- 201 Westward Drive	\$	X 5 cleanings =	\$ 2,704.92
3	Police Dispatch - 201 Westward Drive (East side of Bldg.)	\$	X 7 cleanings =	\$ 455.21
4	Community Policing Office- 277 Westward Drive	\$	X 5 cleanings =	\$ 478.44
5	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$	X 5 cleanings =	\$ 1,097.36
6	Community Center (Recreation Dept.) - 1401 Westward Drive	\$ x6	X 7 cleanings =	\$ 3,854.58
7	Aquatic Facility (Rear of Parking lot) - 1401 Westward Drive	\$ x6	X 7 cleanings =	\$ 2,470.14
8	Concession stand - 501 East Drive	\$	X 7 cleanings =	\$ 904.10
9	Concession stand- 750 Dove Avenue	\$	X 7 cleanings =	\$ 904.10
10	Senior Center- 101 Apache Street /343 Payne Drive	\$ x6	X 7 cleanings =	\$ 5,248.24
TOTAL COST:				\$ 20,068.58
ADDITIONAL CLEANING OPTIONS AT CITY'S DISCRETION (Separate billable rates)				
11	Buffing/Waxing of floors with power spray buffing system (Each Occurrence)			\$0.30 cents per sf
12	Deep carpet cleaning/stain removal with power spray system (Each Occurrence)			\$ 0.30 cents per sf
13	Deep cleaning furniture with power spray system (Each Occurrence)			\$ 5.00 per chair
14	Window cleaning (interior and Exterior) all windows including 2nd floor windows (Each Occurrence)			\$ 5.00 per pane per side \$8.00 per pane for 2nd floor exterior

Print Name: Shazard Ali

Print Title: Director of Business Development

Signature: *Shazard Ali*

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public:

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

_____ Did take an oath; or
_____ Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



AGENDA MEMORANDUM

Meeting Date: April 13, 2026

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Issue A Change Order To The Construction Contract With Roadway Construction, Llc Relating To The Oakwood Drive And East Drive Stormwater And Roadway Improvements Project In An Amount Not To Exceed \$48,720.62; Providing For Implementation; And Providing For An Effective Date.

Recommendation:

Recommendation by staff to approve Roadway Construction, LLC (the “Contractor”) for the installation of grasscrete along East Drive, in an amount of \$48,720.62 utilizing CITT funds through the Oakwood Drive and East Drive Stormwater Improvements Project contract.

Discussion/Analysis:

On December 12th, 2022, the City Council approved a State Appropriation grant award from FDEP, which provided the City with funds in the amount of \$2 million to address issues of flooding affecting the accessibility and safety as part of the Project. On August 17, 2023, the City advertised ITB No. 08-22/23 for construction of the Project. On October 23, 2023, the City Council adopted Resolution No. 2023-4134, awarding Roadway Construction, LLC (the “Contractor”) a construction contract for the Project. The proposed grasscrete will enhance drainage along East Drive for improved stormwater management and infrastructure resilience in the Project area.

Funding:

CITT

135-0902-541-6300



AGENDA MEMORANDUM

Meeting Date: 4/13/2026

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Installation of Grasscrete along East Drive

RECOMMENDATION: Recommendation by staff to approve Roadway Construction, LLC (the “Contractor”) for the installation of grasscrete along East Drive, in an amount of \$48,720.62 utilizing CITT funds through the Oakwood Drive and East Drive Stormwater Improvements Project contract.

DISCUSSION: On December 12th, 2022, the City Council approved a State Appropriation grant award from FDEP, which provided the City with funds in the amount of \$2 million to address issues of flooding affecting the accessibility and safety as part of the Project. On August 17, 2023, the City advertised ITB No. 08-22/23 for construction of the Project. On October 23, 2023, the City Council adopted Resolution No. 2023-4134, awarding Roadway Construction, LLC (the “Contractor”) a construction contract for the Project. The proposed grasscrete will enhance drainage along East Drive for improved stormwater management and infrastructure resilience in the Project area.

Submission Date and Time: 4/6/2026 4:49 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>Road/Transportation</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>135-0902-541-6300</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>48,720.62</u>
		Total vendor amount: \$ _____

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH ROADWAY CONSTRUCTION, LLC RELATING TO THE OAKWOOD DRIVE AND EAST DRIVE STORMWATER AND ROADWAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$48,720.62; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 21, 2022, the City of Miami Springs (the “City”) issued Invitation to Bid No. 03-22/23 (the “ITB”) for the construction of the Oakwood Drive and East Drive Stormwater and Roadway Improvements Project (the “Project”); and

WHEREAS, on October 23, 2023, the City Council adopted Resolution No. 2023-4134, selecting Roadway Construction, LLC (the “Contractor”) to construct the Project pursuant to the ITB and authorizing the City Manager to execute a construction contract (the “Contract”) with the Contractor for the Project in an amount not to exceed \$5,749,419.84; and

WHEREAS, the City desires to amend the scope of the Project to include the installation of Grasscrete along East Drive, which will enhance drainage and improve stormwater management and infrastructure resilience in the Project area (the “Additional Services”); and

WHEREAS, the Contractor has proposed entering into the change order (the “Change Order”) attached hereto as Exhibit “A” to the Contract for the Additional Services in the amount of \$48,720.62; and

WHEREAS, the City Council desires to authorize the City Manager to issue the Change Order to the Contract in substantially the form attached hereto as Exhibit “A” for the Additional Services for the Project in an amount not to exceed \$48,720.62, consistent with the Contract previously entered into between the City and Contractor; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL

OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Authorization. That the City Council hereby authorizes the City Manager to issue the Change Order, in substantially the form attached hereto as Exhibit "A," to the Contract for the Additional Services for the Project in an amount not to exceed \$48,720.62, consistent with the Contract previously entered into between the City and the Contractor.

Section 3. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

- Mayor Dr. Walter Fajet _____
- Vice Mayor Orlando Lamas _____
- Councilmember Joseph Dion _____
- Councilmember Fabian Perez-Crespo _____
- Councilmember Jorge Santin _____

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



12391 SW 130th Street
 Miami, Florida 33186
 PH: (786) 842-3952 Fax: (786) 732-6431
 CGC 1521202 I CUC 1225013

ATTN: Mr. Andres Atehortua
 AE Engineering Inc.
 Project Administrator
 3333 W Commercial Blvd, Suite 106
 Ft. Lauderdale, FL 33309

DATE: July 11, 2025
 REVISION:
 ROADWAY JOB#: 23-48
 PROJECT NUMBER:
 RCO # 6A
 PURCHASE ORDER: N/A

Project: **ITB# 08-22/23 Oakwood Drive and East Drive Stormwater and Roadway Improvement Project, City of Miami Springs**

SUBJECT: Cost Estimate Request for Grasscrete Installation along Eastward

QTY	UNIT	DESCRIPTION	SUB	UNIT PRICE	TOTAL
1	LS	LABOR (SEE ATTACHED BREAK DOWN REPORT)	N/A	\$ 14,016.23	\$ 14,016.23
1	LS	EQUIPMENT (SEE ATTACHED BREAK DOWN REPORT)	N/A	\$ 18,580.32	\$ 18,580.32
1	LS	MATERIAL (SEE ATTACHED BREAK DOWN REPORT)	N/A	\$ 14,694.07	\$ 14,694.07
1	LS	SUBCONTRACTOR (SEE ATTACHED BREAK DOWN REPORT)	N/A	\$ 1,430.00	\$ 1,430.00
		* Costs associated with sketch for the installation of grasscrete, a Type D & Header Curb along Eastward.			
SUBTOTAL					\$ 48,720.62
1% BOND					
TOTAL					\$ 48,720.62
PLEASE CALL W/ ANY QUESTIONS REGARDING THIS PROPOSAL.					
SUBMITTED BY:		DATE:	APPROVED BY:		DATE:
		7/11/2025			
Mr. Thomas Weeks, Jr, P.E. Project Manager Roadway Construction, LLC			Mr. Andres Atehortua Project Administrator AE Engineering Inc.		



BACK UP INFORMATION

RCO #: 6A

PROJECT: ITB# 08-22/23_Oakwood Drive and East Drive Stormwater and Roadway Improver
 SUBJECT: Cost Estimate Request for Grasscrete Installation along Eastward

ROADWAY's #: 23-48

<u>LABOR</u>				
Q'TY	CLASSIFICATION	TOTAL HOURS	HR RATE	AMOUNT
1	Concrete Foreman	10.00	\$ 42.00	\$ 420.00
4	Concrete Finishers	10.00	\$ 32.50	\$ 1,300.00
1	Concrete Laborer	10.00	\$ 20.00	\$ 200.00
1	Foreman	40.00	\$ 42.00	\$ 1,680.00
1	Excavator Operator	40.00	\$ 32.50	\$ 1,300.00
1	Loader Operator	40.00	\$ 23.00	\$ 920.00
2	Laborer	40.00	\$ 20.00	\$ 1,600.00
1	Dump Truck Operator	40.00	\$ 18.00	\$ 720.00
				\$ -
			<u>SUB-TOTAL LABOR:</u>	\$ 8,140.00
			LABOR BURDEN:	49.73% \$ 4,048.02
			<u>MARK UP ALLOWANCE</u>	15.00% \$ 1,828.20
			<u>TOTAL LABOR:</u>	\$ 14,016.23
<u>EQUIPMENT</u>				
Q'TY	DESCRIPTION	TOTAL HOURS	HOURLY RATE	AMOUNT
1	Excavator	40.00	\$ 141.11	\$ 5,644.40
1	Loader	40.00	\$ 82.14	\$ 3,285.60
1	Dump Truck	40.00	\$ 92.43	\$ 3,697.20
1	MOT Truck	40.00	\$ 29.12	\$ 1,164.80
1	Foreman Vehicle	50.00	\$ 26.20	\$ 1,310.00
1	Roller	40.00	\$ 26.37	\$ 1,054.80
				\$ -
			<u>SUB-TOTAL EQUIPMENT:</u>	\$ 16,156.80
			<u>MARK UP ALLOWANCE</u>	15.00% \$ 2,423.52
			<u>TOTAL EQUIPMENT:</u>	\$ 18,580.32
<u>MATERIALS</u>				
Q'TY	DESCRIPTION	U/M	UNIT COST	AMOUNT
1,201.20	Turfblock pavers - Gem Pavers	SF	\$ 3.60	\$ 4,324.32
30.00	NS Concrete - "D" Curb, "F" Curb & Header Curb	CY	\$ 185.00	\$ 5,550.00
22.00	#57 Ballast Rock	TN	\$ 38.50	\$ 847.00
1.00	Filter Fabric	ROLLS	\$ 1,323.00	\$ 1,323.00
				\$ -
			<u>SUB-TOTAL MATERIAL:</u>	\$ 12,044.32
			TAX 7%	\$ 843.10
			<u>SUB-TOTAL MATERIAL:</u>	\$ 12,887.42
			<u>MARK UP ALLOWANCE</u>	15.00% \$ 1,806.65
			<u>TOTAL MATERIAL:</u>	\$ 14,694.07
<u>SUBCONTRACTOR</u>				
Q'TY	DESCRIPTION	UNIT	Cost	AMOUNT
4	Disposal of Strippings	LD	\$ 325.00	\$ 1,300.00
				\$ -
				\$ -
			<u>SUB-TOTAL SUBCONTRACTOR:</u>	\$ 1,300.00
			Prime Contractor Overhead/Profit 10%	\$ 130.00
			<u>TOTAL :</u>	\$ 1,430.00

Rental Rate Blue Book®
Caterpillar 325 (disc. 1994)
 Crawler Mounted Hydraulic Excavators

 Size Class:
24.5 - 28.4 mt
 Weight:
56270 lbs
Configuration for 325 (disc. 1994)

 Operating Weight **26.0 mt** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$13,235.00	USD \$3,705.00	USD \$925.00	USD \$140.00	USD \$65.91	USD \$141.11
Adjustments						
Region (100%)	-	-	-	-		
Model Year (1994: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$13,235.00	USD \$3,705.00	USD \$925.00	USD \$140.00	USD \$65.91	USD \$141.11

Non-Active Use Rates

	Hourly
Standby Rate	USD \$42.86
Idling Rate	USD \$88.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD \$4,367.55/mo
Overhaul (ownership)	43%	USD \$5,691.05/mo
CFC (ownership)	14%	USD \$1,852.90/mo
Indirect (ownership)	10%	USD \$1,323.50/mo
Fuel (operating) @ USD 4.25	21%	USD \$13.64/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SILVIO RUBI (silvio@roadway-construction.com)

Rental Rate Blue Book®

April 4, 2023

Deere 544L (disc. 2021)
 4-Wd Articulated Wheel Loaders

 Size Class:
150 - 174 hp
 Weight:
 N/A

Configuration for 544L (disc. 2021)

 Bucket Capacity **3 cu yd** Horsepower **166 hp**
 Operator Protection **ROPS** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$9,080.00	USD \$2,545.00	USD \$635.00	USD \$95.00	USD \$30.55	USD \$82.14
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,080.00	USD \$2,545.00	USD \$635.00	USD \$95.00	USD \$30.55	USD \$82.14

Non-Active Use Rates

	Hourly
Standby Rate	USD \$34.57
Idling Rate	USD \$61.68

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD \$3,541.20/mo
Overhaul (ownership)	33%	USD \$2,996.40/mo
CFC (ownership)	16%	USD \$1,452.80/mo
Indirect (ownership)	12%	USD \$1,089.60/mo
Fuel (operating) @ USD 4.25	33%	USD \$10.09/hr

Revised Date: 2nd quarter 2023

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Adjustments for Dump Truck1 in All Saved Models

Miscellaneous 8X4 18YD 85KGWV

On-Highway Rear Dumps

Size Class:
60,001 GVW & Over
 Weight:
21021 lbs



Configuration for 8X4 18YD 85KGWV

Axle Configuration	8X4	Horsepower	450.0
Maximum Gross Vehicle Weight	85000.0 lbs	Power Mode	Diesel
Struck Capacity	15.0 - 18.0 cu yd		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$5,710.00	USD \$1,600.00	USD \$400.00	USD \$60.00	USD \$60.21	USD \$92.65
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 99.3%)	(USD \$39.97)	(USD \$11.20)	(USD \$2.80)	(USD \$0.42)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$5,670.03	USD \$1,588.80	USD \$397.20	USD \$59.58	USD \$60.21	USD \$92.43

Non-Active Use Rates

	Hourly
Standby Rate	USD \$22.23
Idling Rate	USD \$70.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	USD \$2,855.00/mo
Overhaul (ownership)	31%	USD \$1,770.10/mo
CFC (ownership)	8%	USD \$456.80/mo
Indirect (ownership)	11%	USD \$628.10/mo
Fuel (operating) @ USD 3.07	64%	USD \$38.68/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SILVIO RUBI
 (silvio@roadway-construction.com)

Rental Rate Blue Book®

September 11, 2018

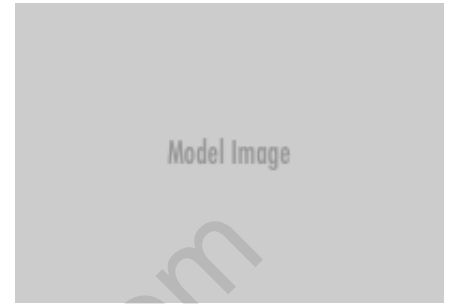
GMC/CHEVY C2500 HD

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

N/A

Configuration for C2500 HD

Axle Configuration	4 x 2	Power Mode	Gasoline
Cab Type	Crew	Horsepower	300 hp
Ton Rating	3 / 4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,280.00	\$360.00	\$90.00	\$14.00	\$19.15	\$26.42
Adjustments						
Region (Florida DOT: 96.9%)	(\$39.68)	(\$11.16)	(\$2.79)	(\$0.43)		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,240.32	\$348.84	\$87.21	\$13.57	\$19.15	\$26.20

Non-Active Use Rates

	Hourly
Standby Rate	\$3.52
Idling Rate	\$21.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	\$729.60/mo
Overhaul (ownership)	28%	\$358.40/mo
CFC (ownership)	5%	\$64.00/mo
Indirect (ownership)	10%	\$128.00/mo
Fuel (operating) @ 2.56	76%	\$14.59/hr

Revised Date: 2nd Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SILVIO RUBI (silvio@roadway-construction.com)

Rental Rate Blue Book®

November 16, 2017

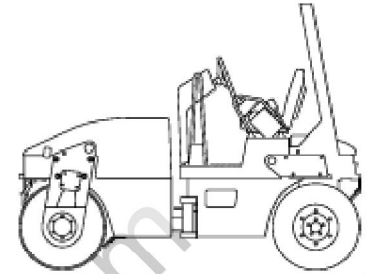
Bomag BW130AC

Combination Rollers

Size Class:

3.0 - 4.9 MTons

Weight:

8,746 lbs.

Configuration for BW130AC

Net Horsepower	34.7 hp	Power Mode	Diesel
Drum Width	51.2"		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,010.00	\$565.00	\$140.00	\$21.00	\$14.95	\$26.37
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$2,010.00	\$565.00	\$140.00	\$21.00	\$14.95	\$26.37

Non-Active Use Rates

	Hourly
Standby Rate	\$8.11
Idling Rate	\$13.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48%	\$964.80/mo
Overhaul (ownership)	29%	\$582.90/mo
CFC (ownership)	9%	\$180.90/mo
Indirect (ownership)	14%	\$281.40/mo
Fuel (operating) @ 2.53	15%	\$2.24/hr

Revised Date: 2nd Half 2017

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SILVIO RUBI (silvio@roadway-construction.com)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me the undersigned Florida Notary public, personally appeared Silvio Rubi who is personally known to me, and who duly sworn and placed under oath, and who did thereafter depose and say as follows:

1. I, Silvio Rubi, am the current MGRM of Roadway Construction, LLC.
2. I have personal knowledge of the facts recited herein.
3. I have been duly authorized by Roadway Construction, LLC to make the following certification on its behalf.
4. I hereby certify under oath, and under penalty of perjury, for and on behalf of Roadway Construction, LLC that its burden rate listed below is accurate and complete to the best of my knowledge and belief.

ROADWAY TM CONSTRUCTION, LLC	
12391 SW 130 Street Miami, FL 33186 Ph: (786) 842-3952 Fax: (786) 732-6431 CGC 1521202 CUC 1225013	
Labor Burden Computation	
DESCRIPTION	AMOUNT/RATE
FICA	7.65%
FUTA/SUTA	3.30%
MEDICAL INSURANCE	6.24%
HOLIDAYS & VACATION BENEFITS	13.31%
RETIREMENT BENEFITS	----
WORKERS COMPENSATION	12.34%
PER DIEM	----
INSURANCE	6.89%
TOTAL LABOR BURDEN	49.73%

SILVIO RUBI
MGRM

Sworn to and subscribed before me this 6th day of
August, 2018, by Silvio Rubi
personally known to me.

Notary Public

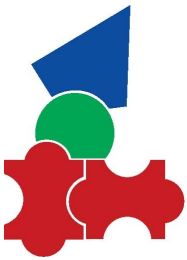


Thomas Weeks

From: Gem Paver Info <info@gempavers.com>
Sent: Friday, October 4, 2024 10:00 AM
To: Thomas Weeks
Subject: RE: City of Miami Springs - Pricing on Turfblock

Lead time 4-6 weeks \$3.60 sq ft

Thank you,
Odalys Aguiar
Customer Service



GEM PAVERS

Manufacturers of
Interlocking Brick Pavers

305-805-0000
9845 NW 118th Way,
Medley, FL 33178
www.gempavers.com
info@gempavers.com

Gem Pavers would love your feedback! Leave a review on our Google profile.

<https://g.page/r/CfScbY5pZVwEEBO/review>

From: Thomas Weeks <thomas@roadway-construction.com>
Sent: Friday, October 4, 2024 9:54 AM
To: Gem Paver Info <info@gempavers.com>
Subject: City of Miami Springs - Pricing on Turfblock

Good morning,

I am looking for a quote for turfblock that you provide. I need approximately 3,100 SF. Please let me know if you can send me a price along with the lead time.



Turfblock

PRODUCTS: TURF BLOCK 3 1/8"

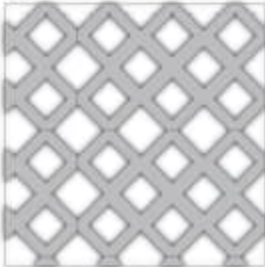
SPECIFICATIONS

SF X PALLET: 91
 PCS X PALLET: 36
 PCS X SF: 2.7

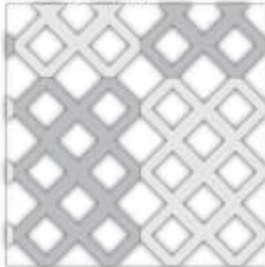


INSTALLATION GUIDE

90°



90° (two colors)



DESCRIPTION

Ecological preservation is on the driving factors behind Turfblock. Designed to allow rainfall to percolate through and back into our water mantle this paver is truly earth friendly. It is ideal in communities where such standards are required.



Thank you,



Thomas Weeks Jr., P.E. | Sr. Project Manager

12060 SW 129th Ct, Suite 208
 Miami, FL 33186
Phone: (786) 842-3952, Ext. 106
Fax: (786) 732-6431
Mobile: (305) 469-4784
Email: thomas@roadway-construction.com

DBE CERTIFIED

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AGENDA MEMORANDUM

Meeting Date: April 13, 2026

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Panasonic Toughbook Laptop Computers for Police

Recommendation: Recommendation by the Police Department that Council approve an expenditure to CDWG, utilizing Florida Panasonic NVP Computer Equipment GOV ONLY Contract 43210000-23-NASPO-ACS, not to exceed the amount of \$130,137.50 for fifty (50) Panasonic Toughbook laptop computers, pursuant to Section §31.11 (E)(5) of the City Code. Funding for this purchase will be derived from Speed Zone Camera Program funds, as funds were approved in the FY 25/26 Budget.

Discussion/Analysis: The Miami Springs Police Department currently relies on mobile laptops installed in marked patrol vehicles to support essential daily operations, including report writing, access to law enforcement databases, communication with dispatch, and real-time information sharing in the field. However, the Department's existing laptops have exceeded their useful life and are no longer supported by the manufacturer, resulting in diminished reliability and performance during critical operations. Due to their age and outdated operating systems, these devices are increasingly vulnerable to cybersecurity threats and unauthorized access, creating significant risks to sensitive law enforcement data.

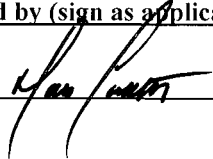
Additionally, the current laptops are not compatible with Windows 11, which is necessary to maintain functionality with modern software systems used in policing. This incompatibility further limits the Department's ability to effectively operate and integrate with evolving technology platforms. Of greater concern, the existing devices no longer meet Criminal Justice Information Services (CJIS) and Florida Department of Law Enforcement (FDLE) security requirements, placing the Department at risk of non-compliance with state and federal standards.

In order to address these critical deficiencies, the Police Department is requesting approval to purchase fifty (50) Panasonic Toughbook laptops to replace the current fleet. These ruggedized laptops are specifically designed for law enforcement use and will provide full compatibility with Windows 11, enhanced cybersecurity protections, and compliance with CJIS and FDLE standards. Their durability makes them well-suited for the demanding conditions of patrol operations, including in-vehicle use and exposure to various environmental conditions. The implementation of these upgraded devices will significantly improve system reliability, performance, and connectivity, enabling officers to efficiently access and transmit critical information in real time and ultimately enhancing overall operational effectiveness and officer safety.

Fiscal Impact: The total cost for the purchase of fifty (50) Panasonic Toughbook laptops is \$130,137.50. Funding for this purchase will be derived from Speed Zone Camera Program funds. These funds are

specifically designated to support law enforcement initiatives, including equipment, technology, and programs that enhance public safety and operational effectiveness. See attached the CDWG Sales Quotation (PVTT649).

Submission Date and Time: 4/10/2026 10:04 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Machinery & Equipment</u>
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>001-2001-521.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>130,137.50</u>
		Total vendor amount: \$ <u>130,137.50</u>



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

JORGE FONSECA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVTT649	4/9/2026	RUG PANA	3222641	\$130,137.50

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 55 - 14" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB S	50	7896010	\$2,602.75	\$130,137.50

Mfg. Part#: FZ-55J2601BM
 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard
 Contract: Florida Panasonic NVP Computer Equipment GOV ONLY (43210000-23-NASPO-ACS)

SUBTOTAL	\$130,137.50
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$130,137.50

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

Billing Address:
CITY OF MIAMI SPRINGS
FINANCE DEPARTM
201 WESTWARD DR
MIAMI, FL 33166-5259
Phone: (305) 885-4581

Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:
CITY OF MIAMI SPRINGS CPO
ATTN: IT DEPART
274 WESTWARD DR
MIAMI SPRINGS, FL 33166
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Kyle Meckert | 800.808.4239 | kyle.meckert@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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AGENDA MEMORANDUM

Meeting Date: April 13, 2026

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Ordinance – Addition of Red Light Camera Enforcement Approach at NW 42 Avenue & NW 36 Street

Recommendation: Recommendation by the Police Department that Council authorize approval to support the amendment of our city ordinance approving the addition of a Red Light Camera (RLC) enforcement approach at the intersection of NW 42 Avenue and NW 36 Street. This intersection is already an authorized and active location under the City’s Traffic Infraction Detector Program, with enforcement currently in place for other directions of travel. However, violations occurring northbound on NW 42 Avenue are not currently captured, creating a gap in enforcement coverage. Advancements in technology now allow the City to expand enforcement capabilities to include this approach.

Background and Justification: In accordance with Section 316.0083, Florida Statutes (Mark Wandall Traffic Safety Program), the City of Miami Springs conducted a traffic study on March 18 (6:00 a.m. to 6:00 p.m.) to evaluate conditions at this intersection.

The study identified a substantial number of violations, including:

- 867 stop bar violations
- 751 red light violations

These findings provide clear, data-driven evidence that this intersection—specifically the northbound approach—constitutes a heightened safety risk, as required by statute.

The volume and frequency of violations indicate a pattern of non-compliance that significantly increases the likelihood of angle crashes and high-speed collisions, which are among the most dangerous types of roadway incidents. The absence of enforcement in this direction further exacerbates this risk.

Final Note: Although this intersection is already included in the City’s program, the addition of a new enforcement approach (northbound) requires formal authorization to ensure compliance with statutory requirements and to formally designate this approach within the City’s ordinance. Based on the traffic study results and the demonstrated heightened safety risk, it is recommended that the Mayor and City Council approve the ordinance authorizing the addition of a northbound Red Light Camera enforcement approach at NW 42 Avenue and NW 36 Street.

Submission Date and Time: 4/6/2026 1:31 PM

<p style="text-align: center;"><u>Submitted by:</u></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Albert Sandoval</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p style="text-align: center;"><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p style="text-align: center;"><u>Funding:</u></p> <p>Dept./ Desc _____</p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ _____</p>
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72 identified below, which intersections were determined to constitute a heightened
73 safety risk that warrant additional enforcement measures:

74 (i) Northwest 36th Street and Sheridan Drive (southbound traffic), as
75 supported in the “*Intersection Analysis Video Survey Report*” dated April
76 16, 2025, and prepared by Redspeed Florida, LLC.

77 (ii) Northwest 36th Street and East Drive (westbound and southbound
78 traffic), as supported in the “*Intersection Analysis Video Survey Report*”
79 dated March 3, 2025, and prepared by Redspeed Florida, LLC.

80 (iii) Northwest 36th Street and NW 42nd Avenue (northbound traffic), as
81 supported in the “*Red Light Violation Study*” dated March 18, 2026, and
82 prepared by National Data and Surveying Services.

83 * * *

84 **Section 3. Conflicts.** All Sections or parts of Sections of the Code of
85 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
86 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

87 **Section 4. Severability.** That the provisions of this Ordinance are declared to
88 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
89 any reason be held to be invalid or unconstitutional, such decision shall not affect the
90 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
91 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
92 notwithstanding the invalidity of any part.

93 **Section 5. Codification.** That it is the intention of the City Council and it is
94 hereby ordained that the provisions of this Ordinance shall become and be made a part
95 of the City Code, that the sections of this Ordinance may be renumbered or relettered to
96 accomplish such intentions, and that the word Ordinance shall be changed to Section or
97 other appropriate word.

98 **Section 6. Effective Date.** That this Ordinance shall become effective
99 immediately upon adoption on second reading.

100 **PASSED ON FIRST READING** on the _____ day of _____, 2026, on a
101 motion made by _____ and seconded by _____.

102 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2026,
103 on a motion made by _____ and seconded by _____. Upon being put to
104 a roll call vote, the vote was as follows:

105 Mayor Dr. Walter Fajet _____
106 Vice Mayor Orlando Lamas _____
107 Councilmember Joseph Dion _____

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Councilmember Fabian Perez-Crespo
Councilmember Jorge Santin

DR. WALTER FAJET
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

Prepared by National Data & Surveying Services
Volume Study by Lane Separation

Location: NW 42nd Ave/S Le Jeune Rd/SR 953 (NS) & NW 36th St/SR 948 (EW)
 City: Miami Springs
 Date: 3/18/2026
 Day: Wednesday
 Approach: Northbound
 Hours: 6 AM - 6 PM

Interval	Approach - Northbound																															
	Lane 1 NL				Lane 2 NL				Lane 3 NT				Lane 4 NT				Lane 5 NT				Lane 6 NT				Lane 7 NT				Lane 8 NR			
	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn
6:00 AM	24	0	0	0	26	0	0	0	0	47	0	0	0	45	0	0	0	76	0	0	0	52	0	0	0	30	1	0	0	0	47	0
6:15 AM	26	0	0	0	37	0	0	0	0	66	0	0	0	52	0	0	0	95	0	0	0	74	0	0	0	50	0	0	0	1	45	0
6:30 AM	35	0	0	0	38	1	0	0	0	56	0	0	0	44	0	0	0	107	0	0	0	73	0	0	0	37	1	0	0	0	42	0
6:45 AM	29	0	0	0	36	2	0	0	0	76	0	0	0	60	0	0	0	82	0	0	0	62	0	0	0	44	0	0	0	0	57	0
7:00 AM	49	0	0	0	47	0	0	0	0	58	0	0	0	47	0	0	0	74	0	0	0	47	0	0	0	28	1	0	0	0	54	0
7:15 AM	49	0	0	0	52	1	0	0	0	57	0	0	0	46	0	0	0	88	0	0	0	69	0	0	0	36	1	0	0	0	52	0
7:30 AM	43	0	0	0	41	0	0	0	0	66	0	0	0	68	0	0	0	84	0	0	0	55	0	0	0	30	2	0	0	0	44	0
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8:00 AM	62	0	0	0	63	0	0	0	0	68	0	0	0	70	0	0	0	86	0	0	0	58	1	0	0	35	1	0	0	0	74	0
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8:45 AM	53	0	0	1	59	0	0	0	0	55	0	0	0	59	0	0	0	73	0	0	0	57	0	0	0	31	1	0	0	0	41	0
9:00 AM	42	0	0	0	47	0	0	0	0	49	0	0	0	43	0	0	0	80	1	0	0	57	0	0	0	46	0	0	0	0	32	0
9:15 AM	44	0	0	0	41	0	0	0	0	36	0	0	0	58	0	0	0	65	0	0	0	48	0	0	0	33	0	0	0	0	41	0
9:30 AM	43	0	0	1	46	0	0	0	0	34	0	0	0	58	0	0	0	58	1	0	0	48	0	0	0	36	0	0	0	0	39	0
9:45 AM	27	0	0	0	29	0	0	0	0	35	0	0	0	45	0	0	0	52	0	0	0	31	0	0	0	22	1	0	0	0	28	0
10:00 AM	44	0	0	0	45	0	0	0	0	72	0	0	0	67	0	0	0	80	0	0	0	64	0	0	0	41	1	0	0	0	34	0
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10:30 AM	39	0	0	1	46	0	0	0	0	58	0	0	0	54	0	0	0	74	0	0	0	75	0	0	0	25	0	0	0	0	40	0
10:45 AM	36	0	0	0	39	0	0	0	0	62	0	0	0	64	0	0	0	65	0	0	0	51	0	0	0	33	1	0	0	0	24	0
11:00 AM	40	0	0	0	34	2	0	0	0	61	0	0	0	60	0	0	0	66	0	0	0	64	0	0	0	35	0	0	0	0	33	0
11:15 AM	39	0	0	1	45	2	0	0	0	68	0	0	0	58	0	0	0	72	0	0	0	54	0	0	0	32	0	0	0	0	42	0
11:30 AM	42	0	0	1	49	0	0	0	0	57	0	0	0	73	0	0	0	77	0	0	0	65	0	0	0	35	0	0	0	0	34	0
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12:00 PM	54	0	0	1	54	1	0	0	0	78	0	0	0	73	0	0	0	81	0	0	0	71	0	0	0	40	1	0	0	0	40	0
12:15 PM	43	0	0	0	47	0	0	0	0	69	0	0	0	65	0	0	0	83	1	0	0	69	0	0	0	40	0	0	0	0	33	0
12:30 PM	48	0	0	0	49	0	0	0	0	67	0	0	0	77	0	0	0	75	0	0	0	61	0	0	0	39	0	0	0	0	40	0
12:45 PM	36	0	0	2	49	0	0	0	0	69	0	0	0	83	0	0	0	93	0	0	0	75	0	0	0	36	1	0	0	0	32	0
1:00 PM	48	0	0	1	52	0	0	0	0	72	0	0	0	75	0	0	0	105	0	0	0	82	0	0	0	36	0	0	0	0	37	0
1:15 PM	45	0	0	0	53	0	0	0	2	48	0	0	0	73	0	0	0	72	0	0	0	59	0	0	0	43	2	0	0	0	30	0
1:30 PM	60	0	0	0	59	0	0	0	0	84	0	0	0	96	0	0	0	76	0	0	0	69	0	0	0	38	3	0	0	0	37	0
1:45 PM	54	0	0	0	59	0	0	0	0	61	0	0	0	76	0	0	0	76	0	0	0	80	0	0	0	45	1	0	0	1	40	0
2:00 PM	40	0	0	1	38	0	0	0	1	78	0	0	0	105	0	0	0	72	0	0	0	69	0	0	0	39	0	0	0	0	29	0
2:15 PM	49	0	0	0	41	0	0	0	3	73	0	0	0	111	0	0	0	78	0	0	0	88	0	0	0	46	0	0	0	0	24	0
2:30 PM	33	0	0	0	45	0	0	0	2	91	0	0	0	115	0	0	0	72	0	0	0	87	0	0	0	45	0	0	0	0	33	0
2:45 PM	43	0	0	0	43	0	0	0	0	84	0	0	0	105	0	0	0	66	0	0	0	88	0	0	0	59	0	0	0	0	15	0
3:00 PM	36	0	0	0	43	0	0	0	1	91	0	0	0	91	0	0	0	88	0	0	0	89	0	0	0	50	1	0	0	0	26	0
3:15 PM	42	0	0	0	44	0	0	0	1	76	0	0	0	83	0	0	0	76	0	0	0	86	0	0	0	51	1	0	0	1	25	0
3:30 PM	41	0	0	0	48	0	0	0	0	91	0	0	0	90	0	0	0	91	0	0	0	90	0	0	0	54	1	0	0	0	20	0
3:45 PM	45	0	0	0	51	0	0	0	1	87	0	0	0	88	0	0	0	88	0	0	0	83	0	0	0	51	0	0	0	0	23	0
4:00 PM	46	0	0	2	53	0	0	0	2	73	0	0	0	83	0	0	0	87	0	0	0	97	0	0	0	56	1	0	0	0	29	0
4:15 PM	41	0	0	0	44	0	0	0	0	74	0	0	0	82	0	0	0	86	0	0	0	93	0	0	0	70	0	0	0	0	14	0
4:30 PM	52	0	0	0	44	1	0	0	2	79	0	0	0	96	0	0	0	81	0	0	0	84	1	0	0	69	0	0	0	0	19	0
4:45 PM	50	0	0	0	44	0	0	0	1	75	0	0	0	92	0	0	0	82	0	0	0	86	0	0	0	62	0	0	0	0	20	0
5:00 PM	52	0	0	0	53	0	0	0	1	86	0	0	0	112	0	0	0	80	0	0	0	97	0	0	0	63	0	0	0	0	19	0
5:15 PM	41	0	0	0	49	0	0	0	0	82	0	0	0	82	0	0	0	95	0	0	0	108	0	0	0	68	0	0	0	0	18	0
5:30 PM	46	0	0	0	51	0	0	0	0	78	0	0	0	74	0	0	0	87	0	0	0	89	0	0	0	64	1	0	0	0	14	0
5:45 PM	46	0	0	0	46	0	0	0	1	78	0	0	0	97	0	0	0	103	0	0	0	92	0	0	0	84	2	0	0	0	10	0
TOTALS	2068	0	0	12	2208	11	0	0	18	3186	0	0	0	3476	0	0	0	3841	3	0	0	3383	4	0	0	2091	28	0	0	4	1652	0

Red Light Violation Study

Location: NW 42nd Ave/5 Le Jeune Rd/SR 953 (NS) & NW 36th St/SR 948 (EW)
 City: Miami Springs
 Date: 3/18/2026
 Day: Wednesday
 Approach: Northbound
 Hours: 6 AM - 6 PM

Time Stamp of Red Light	Potential Movements on Red Light	Time Stamp of Violation	Violation Direction	Approach - Northbound								Violation Type	Notes
				Lane 1 NL	Lane 2 NL	Lane 3 NT	Lane 4 NT	Lane 5 NT	Lane 6 NT	Lane 7 NT	Lane 8 NR		
06:01:06.140	NL												
06:02:03.976	NL/NT/NR	06:02:44.980	NR									1	Stop Bar violation Car ran red light
06:02:03.976	NL/NT/NR	06:02:59.980	NR									1	Stop Bar violation Car ran red light
06:02:03.976	NL/NT/NR	06:03:04.242	NR									1	Stop Bar violation Car ran red light
06:03:03.226	NT/NR	06:03:10.892	NR									1	Stop Bar violation
06:03:18.230	NL/NT/NR												
06:03:29.230	NL												
06:04:26.980	NL/NT/NR												
06:05:28.234	NT/NR												
06:05:49.230	NL/NT/NR	06:05:51.238	NT			1							Stop Bar violation
06:05:52.488	NL												
06:06:47.896	NL/NT/NR	06:07:07.488	NR									1	Stop Bar violation Car ran red light
06:06:47.896	NL/NT/NR	06:07:42.140	NT				1						Stop Bar violation Car ran red light
06:07:48.230	NT/NR	06:07:52.640	NR									1	Stop Bar violation Car ran red light
06:07:48.230	NT/NR	06:07:56.234	NR									1	Stop Bar violation Car ran red light
06:07:48.230	NT/NR	06:08:07.412	NR									1	Stop Bar violation Car ran red light
06:08:09.238	NL												
06:09:06.984	NL/NT/NR	06:10:07.988	NR									1	Stop Bar violation Car ran red light
06:10:08.238	NT/NR	06:10:11.484	NR									1	Stop Bar violation Car ran red light
06:10:08.238	NT/NR	06:10:23.980	NR									1	Stop Bar violation Car ran red light
06:10:29.480	NL/NT/NR												
06:10:30.480	NL												
06:11:27.480	NL/NT/NR	06:11:27.480	NR									1	Stop Bar violation Car ran red light
06:12:22.980	NT/NR												
06:12:43.640	NL												
06:13:46.230	NL/NT/NR	06:14:37.476	NR									1	Stop Bar violation Car ran red light
06:14:48.128	NT/NR	06:14:48.128	NR									1	Stop Bar violation Car ran red light
06:15:09.226	NL/NT/NR	06:15:09.226	NL	1									Stop Bar violation Car ran red light
06:15:12.226	NL												
06:16:06.226	NL/NT/NR	06:16:20.726	NR									1	Stop Bar violation Car ran red light
06:17:08.226	NT/NR												
06:17:29.226	NL/NT/NR												
06:17:33.228	NL												
06:18:26.226	NL/NT/NR												
06:19:28.226	NT/NR												
06:19:49.004	NL												
06:20:46.000	NL/NT/NR	06:20:59.754	NR									1	Stop Bar Violation Car ran red light
06:20:46.000	NL/NT/NR	06:21:41.254	NR									1	Stop Bar Violation Car ran red light
06:21:48.254	NT/NR												
06:22:09.408	NL/NT/NR												
06:22:12.230	NL												
06:23:06.940	NL/NT/NR	06:23:30.004	NR									1	Stop Bar Violation Car ran red light
06:23:06.940	NL/NT/NR	06:23:54.476	NR									1	Stop Bar Violation Car ran red light
06:24:08.480	NT/NR	06:24:09.734	NR									1	Stop Bar Violation Car ran red light
06:24:08.480	NT/NR	06:24:20.008	NR									1	Stop Bar Violation Car ran red light
06:24:29.258	NL/NT/NR	06:24:32.473	NR									1	Stop Bar Violation
06:24:32.734	NL												
06:25:26.980	NL/NT/NR	06:25:29.500	NR									1	Stop Bar Violation Car ran red light
06:25:26.980	NL/NT/NR	06:25:42.152	NR									1	Stop Bar Violation Car ran red light
06:25:26.980	NL/NT/NR	06:26:08.380	NR									1	Stop Bar Violation Car ran red light
06:26:28.480	NT/NR	06:26:31.408	NR									1	Stop Bar Violation Car ran red light
06:26:49.262	NL/NT/NR	06:26:49.262	NT									1	Stop Bar Violation
06:26:50.238	NL												
06:27:46.984	NL/NT/NR	06:28:06.234	NR									1	Stop Bar Violation Car ran red light
06:28:48.230	NT/NR												
06:29:09.226	NL/NT/NR	06:29:10.226	NR									1	Stop Bar Violation
06:29:12.230	NL												
06:30:06.980	NL/NT/NR	06:30:06.980	NR									1	Stop Bar Violation Car ran red light
06:30:06.980	NL/NT/NR	06:30:10.234	NR									1	Stop Bar Violation Car ran red light
06:31:08.226	NT/NR												
06:31:29.226	NL/NT/NR												
06:31:32.480	NL												
06:32:30.980	NL/NT/NR												
06:33:33.480	NT/NR												
06:33:54.230	NL												
06:34:48.230	NL/NT/NR	06:34:48.734	NR									1	Stop Bar Violation Car ran red light
06:35:31.242	NT/NR												
06:35:56.984	NL												
06:36:53.484	NL/NT/NR	06:37:13.988	NR									1	Stop Bar Violation Car ran red light
06:36:58.484	NL/NT/NR	06:37:45.488	NR									1	Stop Bar Violation Car ran red light
06:36:58.484	NL/NT/NR	06:37:50.392	NR									1	Stop Bar violation Car ran red light
06:36:58.484	NL/NT/NR	06:38:01.988	NR									1	Stop Bar violation Car ran red light
06:38:04.992	NT/NR												
06:38:25.488	NL	06:38:27.769	NL			1							Stop Bar violation Car ran red light
06:39:30.996	NL/NT/NR	06:40:19.742	NR									1	Stop Bar violation Car ran red light
06:39:30.996	NL/NT/NR	06:40:25.242	NR									1	Stop Bar violation Car ran red light
06:39:30.996	NL/NT/NR	06:40:37.742	NR									1	Stop Bar violation Car ran red light
06:40:52.246	NT/NR												
06:41:17.992	NL	06:41:18.515	NL			1							Stop Bar violation Car ran red light
06:42:20.992	NL/NT/NR	06:42:21.238	NT									1	Stop Bar Violation Car ran red light
06:42:20.992	NL/NT/NR	06:43:19.896	NR									1	Stop Bar Violation Car ran red light
06:42:20.992	NL/NT/NR	06:43:22.492	NR									1	Stop Bar Violation Car ran red light

Legend	
NL	North Left
NT	North Thru
NR	North Right
NU	North U-Turn
	Same Vehicle 2 Violations
	Same Vehicle 2 Violations
(Alternated color to show separation)	
Stop Bar Violation	The front tire of the vehicle must completely pass over the stop bar.

06:43:42.246	NT/NR	06:43:47.400	NR							1	Stop Bar Violation	Car ran red light
06:44:07.996	NL											
06:45:10.992	NL/NT/NR	06:45:12.996	NR							1	Stop Bar Violation	Car ran red light
06:45:10.992	NL/NT/NR	06:45:15.246	NR							1	Stop Bar Violation	Car ran red light
06:45:10.992	NL/NT/NR	06:45:18.746	NR							1	Stop Bar Violation	Car ran red light
06:45:10.992	NL/NT/NR	06:45:26.496	NR							1	Stop Bar Violation	Car ran red light
06:45:10.992	NL/NT/NR	06:45:33.746	NR							1	Stop Bar Violation	Car ran red light
06:45:10.992	NL/NT/NR	06:46:31.008	NR							1	Stop Bar Violation	Car ran red light
06:46:32.258	NT/NR	06:46:34.758	NR							1	Stop Bar Violation	Car ran red light
06:46:32.258	NT/NR	06:46:39.758	NR							1	Stop Bar Violation	
06:46:57.000	NL											
06:48:00.250	NL/NT/NR	06:48:02.007	NT						1		Stop Bar Violation	Car ran red light
06:48:00.250	NL/NT/NR	06:48:04.004	NR							1	Stop Bar Violation	Car ran red light
06:48:00.250	NL/NT/NR	06:48:48.416	NR							1	Stop Bar Violation	Car ran red light
06:49:22.258	NT/NR											
06:49:47.004	NL											
06:50:50.254	NL/NT/NR	06:51:23.480	NR							1	Stop Bar Violation	Car ran red light
06:50:50.254	NL/NT/NR	06:51:37.254	NR							1	Stop Bar Violation	Car ran red light
06:50:50.254	NL/NT/NR	06:51:50.004	NR							1	Stop Bar Violation	Car ran red light
06:50:50.254	NL/NT/NR	06:51:57.254	NR							1	Stop Bar Violation	Car ran red light
06:50:50.254	NL/NT/NR	06:52:01.504	NR							1	Stop Bar Violation	Car ran red light
06:50:50.254	NL/NT/NR	06:52:10.754	NR							1	Stop Bar Violation	Car ran red light
06:52:12.258	NT/NR	06:52:13.004	NR							1	Stop Bar Violation	Car ran red light
06:52:37.008	NL											
06:53:40.730	NL/NT/NR											
06:55:02.262	NT/NR	06:55:05.504	NR							1	Stop Bar Violation	
06:55:27.008	NL											
06:56:30.920	NL/NT/NR	06:56:54.008	NR							1	Stop Bar Violation	Car ran red light
06:56:30.920	NL/NT/NR	06:57:50.508	NR							1	Stop Bar Violation	Car ran red light
06:57:52.234	NT/NR	06:57:55.234	NR							1	Stop Bar Violation	Car ran red light
06:57:52.234	NT/NR	06:57:59.896	NR							1	Stop Bar Violation	Car ran red light
06:58:17.730	NL											
06:59:20.230	NL/NT/NR	06:59:32.888	NR							1	Stop Bar Violation	Car ran red light
06:59:20.230	NL/NT/NR	07:00:41.388	NR							1	Stop Bar Violation	Car ran red light
07:00:42.234	NT/NR	07:00:45.734	NR							1	Stop Bar Violation	
07:01:07.984	NL											
07:02:10.980	NL/NT/NR	07:02:18.730	NR							1	Stop Bar violation	Car ran red light
07:02:10.980	NL/NT/NR	07:02:55.734	NR							1	Stop Bar violation	Car ran red light
07:03:32.484	NT/NR	07:03:34.984	NR							1	Stop Bar violation	Car ran red light
07:03:32.484	NT/NR	07:03:38.234	NR							1	Stop Bar violation	Car ran red light
07:03:57.984	NL											
07:05:00.992	NL/NT/NR	07:05:03.730	NR							1	Stop Bar violation	Car ran red light
07:05:00.992	NL/NT/NR	07:05:09.730	NR							1	Stop Bar violation	Car ran red light
07:06:22.230	NT/NR											
07:06:47.234	NL											
07:07:50.234	NL/NT/NR	07:07:50.234	NR							1	Stop Bar violation	Car ran red light
07:07:50.234	NL/NT/NR	07:08:06.738	NR							1	Stop Bar Violation	
07:09:17.238	NT/NR											
07:09:37.988	NL											
07:10:40.234	NL/NT/NR	07:10:43.238	NR							1	Stop Bar Violation	Car ran red light
07:10:40.234	NL/NT/NR	07:10:50.488	NR							1	Stop Bar Violation	Car ran red light
07:10:40.234	NL/NT/NR	07:10:55.238	NR							1	Stop Bar Violation	Car ran red light
07:10:40.234	NL/NT/NR	07:11:21.392	NR							1	Stop Bar Violation	Car ran red light
07:13:02.242	NT/NR											
07:13:27.992	NL											
07:13:30.242	NL/NT/NR	07:13:31.492	NR							1	Stop Bar Violation	Car ran red light
07:13:30.242	NL/NT/NR	07:13:35.992	NR							1	Stop Bar Violation	Car ran red light
07:13:30.242	NL/NT/NR	07:13:41.492	NR							1	Stop Bar Violation	Car ran red light
07:13:30.242	NL/NT/NR	07:14:24.408	NR							1	Stop Bar Violation	Car ran red light
07:13:30.242	NL/NT/NR	07:14:36.152	NR							1	Stop Bar Violation	Car ran red light
07:13:30.242	NL/NT/NR	07:14:43.492	NR							1	Stop Bar Violation	Car ran red light
07:14:52.246	NT/NR											
07:15:17.996	NL											
07:16:20.416	NL/NT/NR	07:16:37.908	NR							1	Stop Bar Violation	Car ran red light
07:16:20.416	NL/NT/NR	07:17:36.496	NR							1	Stop Bar Violation	Car ran red light
07:16:20.416	NL/NT/NR	07:17:41.246	NR							1	Stop Bar Violation	Car ran red light
07:17:42.746	NT/NR											
07:18:07.996	NL	07:18:07.996	NL						1		Stop Bar Violation	Car ran red light
07:19:10.000	NL/NT/NR	07:20:26.500	NR							1	Stop Bar Violation	Car ran red light
07:20:32.250	NT/NR											
07:20:57.000	NL											
07:22:00.250	NL/NT/NR											
07:23:22.254	NT/NR											
07:23:47.004	NL											
07:24:50.258	NL/NT/NR	07:24:51.250	NR							1	Stop Bar Violation	Car ran red light
07:24:50.258	NL/NT/NR	07:24:55.504	NR							1	Stop Bar Violation	Car ran red light
07:24:50.258	NL/NT/NR	07:25:00.254	NR							1	Stop Bar Violation	Car ran red light
07:24:50.258	NL/NT/NR	07:26:01.004	NR							1	Stop Bar Violation	Car ran red light
07:24:50.258	NL/NT/NR	07:26:08.500	NR							1	Stop Bar Violation	Car ran red light
07:26:11.254	NT/NR	07:26:12.750	NR							1	Stop Bar Violation	Car ran red light
07:26:11.254	NT/NR	07:26:17.504	NR							1	Stop Bar Violation	Car ran red light
07:26:36.234	NL	07:26:36.234	NL						1		Stop Bar Violation	Car ran red light
07:26:36.234	NL	07:26:38.996	NL						1		Stop Bar Violation	Car ran red light
07:27:40.996	NL/NT/NR	07:27:48.246	NR							1	Stop Bar Violation	Car ran red light
07:27:40.996	NL/NT/NR	07:28:16.504	NR							1	Stop Bar violation	Car ran red light
07:27:40.996	NL/NT/NR	07:28:51.484	NR							1	Stop Bar violation	Car ran red light
07:29:02.254	NT/NR	07:29:02.254	NR							1	Stop Bar violation	Car ran red light
07:29:27.984	NL											
07:30:30.258	NL/NT/NR	07:30:30.258	NT						1		Stop Bar violation	
07:30:30.258	NL/NT/NR	07:31:24.762	NR							1	Stop Bar violation	Car ran red light
07:30:30.258	NL/NT/NR	07:31:32.004	NR							1	Stop Bar violation	Car ran red light
07:30:30.258	NL/NT/NR	07:31:42.758	NR							1	Stop Bar violation	Car ran red light
07:31:52.492	NT/NR	07:32:11.242	NR							1	Stop Bar violation	
07:32:17.416	NL											
07:33:20.758	NL/NT/NR	07:34:10.242	NR							1	Stop Bar Violation	Car ran red light
07:34:42.516	NT/NR	07:34:45.488	NR							1	Stop Bar Violation	Car ran red light
07:34:42.516	NT/NR	07:34:48.988	NR							1	Stop Bar Violation	

08:30:00.258	NL/NT/NR	08:30:08.012	NR						1	Stop Bar Violation	
08:31:22.512	NT/NR										
08:31:47.176	NL										
08:33:50.262	NL/NT/NR	08:32:55.766	NR						1	Stop Bar Violation	Car ran red light
08:32:50.262	NL/NT/NR	08:33:57.479	NR						1	Stop Bar Violation	Car ran red light
08:32:50.262	NL/NT/NR	08:34:11.020	NR						1	Stop Bar Violation	Car ran red light
08:34:12.270	NT/NR	08:34:16.996	NR						1	Stop Bar Violation	Car ran red light
08:34:12.270	NT/NR	08:34:27.512	NR						1	Stop Bar Violation	Car ran red light
08:34:36.774	NL										
08:35:40.428	NL/NT/NR	08:36:37.753	NR						1	Stop Bar Violation	Car ran red light
08:37:02.516	NT/NR										
08:37:27.924	NL										
08:38:30.180	NL/NT/NR	08:38:31.275	NR						1	Stop Bar Violation	Car ran red light
08:38:30.180	NL/NT/NR	08:39:02.020	NR						1	Stop Bar Violation	Car ran red light
08:38:30.180	NL/NT/NR	08:39:16.734	NR						1	Stop Bar Violation	Car ran red light
08:38:30.180	NL/NT/NR	08:39:52.016	NR						1	Stop Bar Violation	Car ran red light
08:39:52.770	NT/NR	08:39:56.164	NR						1	Stop Bar Violation	Car ran red light
08:39:52.770	NT/NR	08:40:02.676	NR						1	Stop Bar Violation	Car ran red light
08:40:17.274	NL	08:40:17.988	NL						1	Stop Bar Violation	Car ran red light
08:40:17.274	NL	08:40:19.908	NL						1	Stop Bar Violation	Car ran red light
08:41:20.516	NL/NT/NR										
08:42:42.496	NT/NR	08:42:47.684	NR						1	Stop Bar Violation	
08:43:07.260	NL	08:43:07.260	NL					1		Stop Bar Violation	Car ran red light
08:44:10.270	NL/NT/NR	08:45:08.508	NR						1	Stop Bar Violation	Car ran red light
08:45:32.524	NT/NR	08:45:45.004	NR						1	Stop Bar Violation	
08:45:57.006	NL	08:45:57.006	NL					1		Stop Bar Violation	Car ran red light
08:45:57.006	NL	08:45:57.900	NL					1		Stop Bar Violation	Car ran red light
08:45:57.006	NL	08:45:59.524	NL					1		Stop Bar Violation	Car ran red light
08:47:00.500	NL/NT/NR	08:47:00.500	NR						1	Stop Bar Violation	Car ran red light
08:47:00.500	NL/NT/NR	08:47:15.050	NR						1	Stop Bar Violation	Car ran red light
08:48:22.512	NT/NR										
08:48:47.262	NL	08:48:47.950	NL						1	Stop Bar Violation	Car ran red light
08:49:50.488	NL/NT/NR	08:49:55.012	NR						1	Stop Bar Violation	Car ran red light
08:51:12.516	NT/NR	08:51:15.738	NR						1	Stop Bar Violation	
08:51:37.238	NL	08:51:37.238	NL						1	Stop Bar Violation	Car ran red light
08:51:37.238	NL	08:51:37.365	NL						1	Stop Bar Violation	Car ran red light
08:52:40.488	NL/NT/NR										
08:54:02.742	NT/NR										
08:54:27.988	NL	08:54:27.988	NL						1	Stop Bar Violation	Car ran red light
08:54:27.988	NL	08:54:29.738	NL						1	Stop Bar Violation	Car ran red light
08:54:27.988	NL	08:54:30.738	NL						1	Stop Bar Violation	Car ran red light
08:55:31.242	NL/NT/NR	08:55:39.504	NR						1	Stop Bar Violation	
08:56:53.992	NT/NR										
08:57:18.936	NL										
08:58:20.500	NL/NT/NR	08:59:12.500	NR						1	Stop Bar Violation	Car ran red light
08:58:20.500	NL/NT/NR	08:59:16.750	NR						1	Stop Bar Violation	
08:58:20.500	NL/NT/NR	08:59:32.656	NR						1	Stop Bar Violation	Car ran red light
08:58:20.500	NL/NT/NR	08:59:40.636	NR						1	Stop Bar Violation	Car ran red light
08:59:42.742	NT/NR	08:59:46.242	NR						1	Stop Bar Violation	Car ran red light
08:59:51.242	NL/NT/NR	08:59:51.242	NR						1	Stop Bar Violation	Car ran red light
08:59:51.242	NL/NT/NR	08:59:53.242	NL						1	Stop Bar Violation	Car ran red light
08:59:51.242	NL/NT/NR	08:59:53.493	NL						1	Stop Bar Violation	Car ran red light
09:00:01.996	NL										
09:01:10.508	NL/NT/NR	09:01:14.988	NR						1	Stop Bar Violation	Car ran red light
09:01:10.508	NL/NT/NR	09:01:25.413	NR						1	Stop Bar Violation	Car ran red light
09:01:10.508	NL/NT/NR	09:02:10.992	NR						1	Stop Bar Violation	
09:01:10.508	NL/NT/NR	09:02:25.758	NR						1	Stop Bar Violation	Car ran red light
09:01:10.508	NL/NT/NR	09:02:31.258	NR						1	Stop Bar Violation	Car ran red light
09:02:32.254	NT/NR										
09:02:57.003	NL	09:02:57.003	NL						1	Stop Bar Violation	Car ran red light
09:04:00.242	NL/NT/NR										
09:05:22.758	NT/NR	09:05:23.746	NR						1	Stop Bar Violation	Car ran red light
09:05:22.758	NT/NR	09:05:28.160	NR						1	Stop Bar Violation	Car ran red light
09:05:47.258	NL										
09:06:50.664	NL/NT/NR	09:07:03.500	NR						1	Stop Bar Violation	Car ran red light
09:08:12.762	NT/NR	09:08:13.928	NR						1	Stop Bar Violation	Car ran red light
09:08:12.762	NT/NR	09:08:23.754	NR						1	Stop Bar Violation	
09:08:37.500	NL										
09:09:40.503	NL/NT/NR	09:09:49.280	NR						1	Stop Bar Violation	Car ran red light
09:11:02.508	NT/NR										
09:11:27.660	NL										
09:12:30.912	NL/NT/NR	09:12:30.912	NR						1	Stop Bar Violation	Car ran red light
09:12:30.912	NL/NT/NR	09:13:31.738	NR						1	Stop Bar Violation	
09:12:30.912	NL/NT/NR	09:13:40.735	NR						1	Stop Bar Violation	
09:12:30.912	NL/NT/NR	09:13:41.258	NR						1	Stop Bar Violation	Car ran red light
09:13:51.270	NT/NR										
09:14:16.916	NL										
09:15:20.496	NL/NT/NR	09:15:20.560	NR						1	Stop Bar Violation	Car ran red light
09:15:20.496	NL/NT/NR	09:15:47.512	NR						1	Stop Bar Violation	Car ran red light
09:15:20.496	NL/NT/NR	09:15:55.416	NR						1	Stop Bar Violation	Car ran red light
09:15:20.496	NL/NT/NR	09:16:32.003	NR						1	Stop Bar Violation	Car ran red light
09:16:42.913	NT/NR										
09:17:06.488	NL	09:17:07.988	NL						1	Stop Bar Violation	Car ran red light
09:18:10.508	NL/NT/NR										
09:19:32.746	NT/NR										
09:19:57.496	NL										
09:21:00.500	NL/NT/NR	09:21:21.480	NR						1	Stop Bar Violation	Car ran red light
09:21:00.500	NL/NT/NR	09:22:03.500	NR						1	Stop Bar Violation	Car ran red light
09:21:00.500	NL/NT/NR	09:22:08.325	NR						1	Stop Bar Violation	Car ran red light
09:21:00.500	NL/NT/NR	09:22:20.404	NR						1	Stop Bar Violation	Car ran red light
09:22:27.754	NT/NR										
09:22:47.480	NL	09:22:48.007	NL						1	Stop Bar Violation	Car ran red light
09:23:50.480	NL/NT/NR	09:24:07.500	NR						1	Stop Bar Violation	
09:23:50.480	NL/NT/NR	09:24:22.754	NR						1	Stop Bar Violation	Car ran red light
09:25:12.754	NT/NR	09:25:41.250	NR						1	Stop Bar Violation	
09:25:37.420	NL										
09:26:40.480	NL/NT/NR	09:27:39.492	NR						1	Stop Bar Violation	Car ran red light

09:28:02.765	NT/NR	09:28:04.738	NR						1	Stop Bar Violation	Car ran red light
09:28:27.480	NL										
09:29:30.484	NL/NT/NR	09:29:33.754	NR						1	Stop Bar Violation	Car ran red light
09:29:30.484	NL/NT/NR	09:30:48.734	NR						1	Stop Bar Violation	Car ran red light
09:30:52.726	NT/NR	09:30:55.242	NR						1	Stop Bar Violation	Car ran red light
09:31:03.234	NL/NT/NR	09:31:04.476	NL				1			Stop Bar Violation	Car ran red light
09:31:11.730	NL										
09:32:19.258	NL/NT/NR	09:32:25.980	NR						1	Stop Bar Violation	Car ran red light
09:33:18.738	NT/NR										
09:33:41.730	NL										
09:35:11.484	NL/NT/NR										
09:36:14.480	NT/NR										
09:36:38.390	NL	09:36:38.484	NL				1			Stop Bar Violation	Car ran red light
09:36:38.390	NL	09:36:38.734	NL			1				Stop Bar Violation	Car ran red light
09:36:38.390	NL	09:36:40.746	NL					1		Stop Bar Violation	Car ran red light
09:36:38.390	NL	09:36:51.234	NL						1	Stop Bar Violation	
09:37:41.488	NL/NT/NR										
09:38:44.730	NT/NR										
09:39:08.734	NL										
09:40:11.492	NL/NT/NR										
09:41:15.980	NT/NR	09:41:21.230	NR						1	Stop Bar Violation	Car ran red light
09:41:38.746	NL										
09:42:41.500	NL/NT/NR	09:42:49.738	NR						1	Stop Bar Violation	Car ran red light
09:42:41.500	NL/NT/NR	09:43:28.484	NR						1	Stop Bar Violation	Car ran red light
09:42:41.500	NL/NT/NR	09:43:35.483	NR						1	Stop Bar Violation	Car ran red light
09:43:44.750	NT/NR	09:43:45.500	NR						1	Stop Bar Violation	Car ran red light
09:43:44.750	NT/NR	09:43:50.734	NR						1	Stop Bar Violation	Car ran red light
09:43:44.750	NT/NR	09:43:58.389	NR						1	Stop Bar Violation	
09:44:09.948	NL										
09:45:11.500	NL/NT/NR										
09:46:14.746	NT/NR	09:46:20.746	NR						1	Stop Bar Violation	Car ran red light
09:46:14.746	NT/NR	09:46:27.508	NT						1	Stop Bar Violation	
09:46:38.242	NL										
09:47:41.500	NL/NT/NR										
09:48:44.758	NT/NR										
09:49:09.005	NL	09:49:09.035	NL						1	Stop Bar Violation	Car ran red light
09:50:11.750	NL/NT/NR	09:50:24.664	NR						1	Stop Bar Violation	Car ran red light
09:50:11.750	NL/NT/NR	09:50:46.416	NR						1	Stop Bar Violation	Car ran red light
09:50:11.750	NL/NT/NR	09:51:09.750	NR						1	Stop Bar Violation	Car ran red light
09:50:11.750	NL/NT/NR	09:51:14.754	NR						1	Stop Bar Violation	Car ran red light
09:51:15.004	NT/NR	09:51:17.754	NR						1	Stop Bar Violation	Car ran red light
09:51:15.004	NT/NR	09:51:21.500	NR						1	Stop Bar Violation	
09:51:38.750	NL										
09:52:41.500	NL/NT/NR	09:53:04.160	NT						1	Stop Bar Violation	
09:52:41.500	NL/NT/NR	09:53:06.040	NR						1	Stop Bar Violation	Car ran red light
09:52:41.500	NL/NT/NR	09:53:22.754	NR						1	Stop Bar Violation	Car ran red light
09:53:44.754	NT/NR										
09:54:09.234	NL										
09:55:11.504	NL/NT/NR										
09:56:14.754	NT/NR										
09:56:38.754	NL										
09:57:41.776	NL/NT/NR										
09:58:44.762	NT/NR										
09:59:08.734	NL										
10:00:11.095	NL/NT/NR	10:01:04.550	NR						1	Stop Bar Violation	Car ran red light
10:01:16.844	NT/NR										
10:01:38.848	NL										
10:02:41.080	NL/NT/NR										
10:03:45.088	NT/NR										
10:04:09.080	NL	10:04:11.477	NL						1	Stop Bar Violation	
10:05:11.804	NL/NT/NR										
10:06:15.848	NT/NR										
10:06:39.848	NL										
10:07:41.320	NL/NT/NR	10:08:29.259	NR						1	Stop Bar Violation	Car ran red light
10:07:41.320	NL/NT/NR	10:08:35.469	NR						1	Stop Bar Violation	Car ran red light
10:07:41.320	NL/NT/NR	10:08:39.219	NR						1	Stop Bar Violation	Car ran red light
10:07:41.320	NL/NT/NR	10:08:43.966	NR						1	Stop Bar Violation	Car ran red light
10:08:44.352	NT/NR	10:08:46.190	NR						1	Stop Bar Violation	Car ran red light
10:08:44.352	NT/NR	10:08:50.312	NR						1	Stop Bar Violation	Car ran red light
10:08:53.062	NL/NT/NR	10:08:55.960	NL						1	Stop Bar Violation	Car ran red light
10:09:03.734	NL										
10:10:11.336	NL/NT/NR	10:10:59.331	NR						1	Stop Bar Violation	Car ran red light
10:10:11.336	NL/NT/NR	10:11:13.072	NR						1	Stop Bar Violation	Car ran red light
10:11:15.572	NT/NR	10:11:17.219	NR						1	Stop Bar Violation	Car ran red light
10:11:15.572	NT/NR	10:11:34.761	NR						1	Stop Bar Violation	
10:11:38.304	NL	10:11:39.480	NL						1	Stop Bar Violation	Car ran red light
10:12:41.812	NL/NT/NR	10:12:57.820	NR						1	Stop Bar Violation	Car ran red light
10:12:41.812	NL/NT/NR	10:13:42.832	NR						1	Stop Bar Violation	Car ran red light
10:13:45.812	NT/NR	10:13:51.820	NR						1	Stop Bar Violation	Car ran red light
10:14:08.820	NL										
10:15:11.066	NL/NT/NR	10:15:37.306	NR						1	Stop Bar Violation	Car ran red light
10:15:11.066	NL/NT/NR	10:16:13.032	NR						1	Stop Bar Violation	Car ran red light
10:16:14.336	NT/NR	10:16:20.820	NR						1	Stop Bar Violation	
10:16:38.392	NL										
10:17:41.571	NL/NT/NR	10:17:46.287	NR						1	Stop Bar Violation	Car ran red light
10:18:45.812	NT/NR	10:18:49.824	NR						1	Stop Bar Violation	
10:19:08.844	NL										
10:20:11.068	NL/NT/NR	10:20:30.064	NR						1	Stop Bar Violation	Car ran red light
10:20:11.068	NL/NT/NR	10:20:53.320	NR						1	Stop Bar Violation	Car ran red light
10:21:15.824	NT/NR	10:21:16.320	NR						1	Stop Bar Violation	Car ran red light
10:21:15.824	NT/NR	10:21:20.820	NR						1	Stop Bar Violation	
10:21:38.080	NL										
10:22:41.576	NL/NT/NR	10:23:07.732	NR						1	Stop Bar Violation	Car ran red light
10:23:39.836	NT/NR	10:23:43.832	NR						1	Stop Bar Violation	
10:24:03.247	NL										
10:25:11.750	NL/NT/NR	10:25:32.840	NR						1	Stop Bar Violation	Car ran red light
10:25:11.750	NL/NT/NR	10:26:10.328	NR						1	Stop Bar Violation	Car ran red light

10:26:16.084	NT/NR	10:26:17.084	NR							1	Stop Bar Violation	Car ran red light
10:26:16.084	NT/NR	10:26:27.336	NR							1	Stop Bar Violation	Car ran red light
10:26:39.004	NL	10:26:39.254	NL	1							Stop Bar Violation	Car ran red light
10:27:41.576	NL/NT/NR	10:27:54.832	NR							1	Stop Bar Violation	Car ran red light
10:27:41.576	NL/NT/NR	10:28:13.500	NR							1	Stop Bar Violation	Car ran red light
10:28:45.340	NT/NR	10:28:58.584	NR							1	Stop Bar Violation	Car ran red light
10:29:08.080	NL	10:29:09.762	NL	1							Stop Bar Violation	Car ran red light
10:30:11.840	NL/NT/NR	10:31:04.072	NR							1	Stop Bar Violation	Car ran red light
10:31:16.340	NT/NR											
10:31:38.092	NL											
10:32:41.572	NL/NT/NR	10:32:48.324	NR							1	Stop Bar Violation	Car ran red light
10:32:41.572	NL/NT/NR	10:33:54.072	NR							1	Stop Bar Violation	Car ran red light
10:32:41.572	NL/NT/NR	10:33:42.004	NR							1	Stop Bar Violation	Car ran red light
10:33:45.005	NT/NR	10:33:45.504	NR							1	Stop Bar Violation	Car ran red light
10:33:45.005	NT/NR	10:33:51.352	NR							1	Stop Bar Violation	Car ran red light
10:34:09.936	NL											
10:35:11.076	NL/NT/NR	10:35:13.080	NR							1	Stop Bar Violation	Car ran red light
10:35:11.076	NL/NT/NR	10:35:37.088	NR							1	Stop Bar Violation	Car ran red light
10:36:15.592	NT/NR											
10:36:39.844	NL											
10:37:41.841	NL/NT/NR	10:37:43.266	NR							1	Stop Bar Violation	Car ran red light
10:37:41.841	NL/NT/NR	10:38:29.320	NR							1	Stop Bar Violation	Car ran red light
10:38:37.816	NT/NR	10:38:38.072	NR							1	Stop Bar Violation	Car ran red light
10:38:37.816	NT/NR	10:38:43.580	NR							1	Stop Bar Violation	Car ran red light
10:39:02.348	NL											
10:40:11.316	NL/NT/NR	10:40:56.576	NR							1	Stop Bar Violation	Car ran red light
10:40:11.316	NL/NT/NR	10:41:05.072	NR							1	Stop Bar Violation	Car ran red light
10:40:11.316	NL/NT/NR	10:41:09.400	NR							1	Stop Bar Violation	Car ran red light
10:41:15.484	NT/NR	10:41:18.816	NR							1	Stop Bar Violation	Car ran red light
10:41:39.516	NL											
10:42:41.527	NL/NT/NR	10:42:45.840	NT						1		Stop Bar Violation	
10:42:41.527	NL/NT/NR	10:42:46.311	NR							1	Stop Bar Violation	Car ran red light
10:43:41.527	NL/NT/NR	10:42:50.072	NT						1		Stop Bar Violation	
10:42:41.527	NL/NT/NR	10:42:52.068	NR								Stop Bar Violation	Car ran red light
10:42:41.527	NL/NT/NR	10:43:43.012	NR							1	Stop Bar Violation	Car ran red light
10:43:45.021	NT/NR	10:43:47.848	NR							1	Stop Bar Violation	Car ran red light
10:43:45.021	NT/NR	10:43:54.332	NR							1	Stop Bar Violation	Car ran red light
10:44:09.072	NL	10:44:09.262	NL						1		Stop Bar Violation	Car ran red light
10:45:11.572	NL/NT/NR	10:45:58.096	NR							1	Stop Bar Violation	Car ran red light
10:45:11.572	NL/NT/NR	10:46:04.362	NR							1	Stop Bar Violation	Car ran red light
10:45:11.572	NL/NT/NR	10:46:09.762	NR							1	Stop Bar Violation	Car ran red light
10:45:11.572	NL/NT/NR	10:46:13.076	NR							1	Stop Bar Violation	Car ran red light
10:46:15.076	NT/NR											
10:46:38.044	NL											
10:47:41.738	NL/NT/NR	10:48:29.473	NR							1	Stop Bar Violation	Car ran red light
10:47:41.738	NL/NT/NR	10:48:41.472	NR							1	Stop Bar Violation	Car ran red light
10:48:44.804	NT/NR											
10:49:09.808	NL											
10:50:11.560	NL/NT/NR	10:50:15.476	NT						1		Stop Bar Violation	
10:51:07.332	NT/NR											
10:51:33.832	NL											
10:52:41.005	NL/NT/NR	10:52:41.832	NT						1		Stop Bar Violation	
10:52:41.005	NL/NT/NR	10:53:23.060	NR							1	Stop Bar Violation	Car ran red light
10:53:44.808	NT/NR											
10:54:08.724	NL											
10:55:09.724	NL/NT/NR	10:55:24.548	NR							1	Stop Bar Violation	Car ran red light
10:56:14.568	NT/NR											
10:56:37.546	NL											
10:57:39.800	NL/NT/NR	10:58:19.013	NR							1	Stop Bar Violation	Car ran red light
10:58:45.312	NT/NR											
10:59:08.320	NL											
11:00:09.072	NL/NT/NR	11:00:14.580	NR							1	Stop Bar Violation	Car ran red light
11:00:09.072	NL/NT/NR	11:00:45.072	NR							1	Stop Bar Violation	Car ran red light
11:01:12.333	NT/NR											
11:01:36.339	NL											
11:02:39.324	NL/NT/NR	11:02:43.244	NR							1	Stop Bar Violation	Car ran red light
11:03:44.321	NT/NR											
11:04:06.312	NL											
11:05:09.072	NL/NT/NR	11:05:29.808	NR							1	Stop Bar Violation	Car ran red light
11:05:09.072	NL/NT/NR	11:05:57.560	NR							1	Stop Bar Violation	Car ran red light
11:05:09.072	NL/NT/NR	11:06:03.820	NR							1	Stop Bar Violation	Car ran red light
11:06:13.816	NT/NR	11:06:16.232	NR							1	Stop Bar Violation	Car ran red light
11:06:21.320	NL/NT/NR	11:06:22.490	NL							1	Stop Bar Violation	Car ran red light
11:06:21.320	NL/NT/NR	11:06:23.244	NL							1	Stop Bar Violation	Car ran red light
11:06:32.804	NL											
11:07:39.040	NL/NT/NR	11:07:40.970	NT							1	Stop Bar Violation	Car ran red light
11:07:39.040	NL/NT/NR	11:08:13.324	NR							1	Stop Bar Violation	Car ran red light
11:07:39.040	NL/NT/NR	11:08:31.572	NR							1	Stop Bar Violation	Car ran red light
11:07:39.040	NL/NT/NR	11:08:35.820	NR							1	Stop Bar Violation	Car ran red light
11:08:43.316	NT/NR	11:08:46.076	NR							1	Stop Bar Violation	Car ran red light
11:09:06.820	NL	11:09:07.820	NL							1	Stop Bar Violation	Car ran red light
11:10:09.068	NL/NT/NR	11:10:35.234	NR							1	Stop Bar Violation	Car ran red light
11:11:13.508	NT/NR	11:11:17.821	NR							1	Stop Bar Violation	Car ran red light
11:11:37.580	NL											
11:12:39.584	NL/NT/NR	11:12:45.076	NR							1	Stop Bar Violation	Car ran red light
11:13:44.560	NT/NR	11:13:45.560	NR							1	Stop Bar Violation	Car ran red light
11:14:06.808	NL											
11:15:10.328	NL/NT/NR	11:15:46.568	NR							1	Stop Bar Violation	Car ran red light
11:15:10.328	NL/NT/NR	11:15:59.820	NR							1	Stop Bar Violation	Car ran red light
11:15:10.328	NL/NT/NR	11:16:10.084	NR							1	Stop Bar Violation	Car ran red light
11:16:15.072	NT/NR	11:16:29.344	NR							1	Stop Bar Violation	Car ran red light
11:16:37.604	NL											
11:17:39.600	NL/NT/NR	11:17:39.600	NT							1	Stop Bar Violation	Car ran red light
11:17:39.600	NL/NT/NR	11:18:33.860	NR							1	Stop Bar Violation	Car ran red light
11:18:44.000	NT/NR											
11:19:06.344	NL											
11:20:09.856	NL/NT/NR	11:20:20.848	NR							1	Stop Bar Violation	Car ran red light

11:20:09.856	NL/NT/NR	11:21:09.112	NR							1	Stop Bar Violation	Car ran red light
11:21:14.100	NT/NR	11:21:14.528	NR							1	Stop Bar Violation	Car ran red light
11:21:37.012	NL											
11:23:39.332	NL/NT/NR	11:23:36.340	NR							1	Stop Bar Violation	Car ran red light
11:23:44.364	NT/NR											
11:24:07.364	NL	11:24:09.778	NL	1							Stop Bar Violation	Car ran red light
11:25:09.092	NL/NT/NR	11:25:39.616	NR							1	Stop Bar Violation	Car ran red light
11:25:09.092	NL/NT/NR	11:26:01.852	NR							1	Stop Bar Violation	Car ran red light
11:25:09.092	NL/NT/NR	11:26:06.832	NR							1	Stop Bar Violation	Car ran red light
11:25:09.092	NL/NT/NR	11:26:10.500	NR							1	Stop Bar Violation	Car ran red light
11:26:14.008	NT/NR											
11:26:36.940	NL											
11:27:39.360	NL/NT/NR											
11:28:43.084	NT/NR											
11:29:07.560	NL											
11:30:10.000	NL/NT/NR	11:30:12.580	NR							1	Stop Bar Violation	Car ran red light
11:30:10.000	NL/NT/NR	11:30:18.112	NR							1	Stop Bar Violation	Car ran red light
11:30:10.000	NL/NT/NR	11:30:36.848	NR							1	Stop Bar Violation	Car ran red light
11:30:10.000	NL/NT/NR	11:30:48.580	NR							1	Stop Bar Violation	Car ran red light
11:31:13.580	NT/NR	11:31:15.828	NR							1	Stop Bar Violation	Car ran red light
11:31:37.588	NL											
11:32:39.376	NL/NT/NR	11:33:19.072	NR							1	Stop Bar Violation	Car ran red light
11:32:39.376	NL/NT/NR	11:33:31.832	NR							1	Stop Bar Violation	Car ran red light
11:33:44.832	NT/NR											
11:34:06.404	NL											
11:35:09.080	NL/NT/NR	11:36:03.832	NR							1	Stop Bar Violation	Car ran red light
11:35:09.080	NL/NT/NR	11:36:12.548	NR							1	Stop Bar Violation	Car ran red light
11:36:13.844	NT/NR	11:36:17.254	NR							1	Stop Bar Violation	Car ran red light
11:36:13.844	NT/NR	11:36:20.754	NR							1	Stop Bar Violation	Car ran red light
11:36:38.008	NL											
11:37:39.092	NL/NT/NR	11:37:46.592	NT				1				Stop Bar Violation	
11:37:39.092	NL/NT/NR	11:37:55.824	NR							1	Stop Bar Violation	Car ran red light
11:37:39.092	NL/NT/NR	11:38:33.826	NR							1	Stop Bar Violation	Car ran red light
11:38:44.254	NT/NR											
11:39:07.320	NL	11:39:09.051	NL					1			Stop Bar Violation	
11:39:07.320	NL	11:39:10.978	NL	1							Stop Bar Violation	Car ran red light
11:40:09.753	NL/NT/NR	11:40:39.334	NR							1	Stop Bar Violation	Car ran red light
11:40:09.753	NL/NT/NR	11:40:44.524	NR							1	Stop Bar Violation	Car ran red light
11:40:09.753	NL/NT/NR	11:40:54.072	NR							1	Stop Bar Violation	Car ran red light
11:40:09.753	NL/NT/NR	11:40:57.504	NR							1	Stop Bar Violation	Car ran red light
11:40:09.753	NL/NT/NR	11:41:01.854	NR							1	Stop Bar Violation	Car ran red light
11:40:09.753	NL/NT/NR	11:41:04.240	NR							1	Stop Bar Violation	Car ran red light
11:41:13.823	NT/NR											
11:41:37.254	NL											
11:42:39.754	NL/NT/NR	11:42:58.088	NR							1	Stop Bar Violation	Car ran red light
11:42:39.754	NL/NT/NR	11:43:14.596	NR							1	Stop Bar Violation	Car ran red light
11:42:39.754	NL/NT/NR	11:43:23.028	NR							1	Stop Bar Violation	Car ran red light
11:43:43.322	NT/NR											
11:44:08.012	NL											
11:45:09.580	NL/NT/NR	11:45:24.084	NR							1	Stop Bar Violation	Car ran red light
11:45:09.580	NL/NT/NR	11:46:00.596	NR							1	Stop Bar Violation	Car ran red light
11:45:09.580	NL/NT/NR	11:46:05.520	NR							1	Stop Bar Violation	Car ran red light
11:46:13.072	NT/NR											
11:46:38.820	NL											
11:47:39.096	NL/NT/NR											
11:48:43.575	NT/NR											
11:49:08.824	NL											
11:50:09.312	NL/NT/NR	11:50:44.824	NR							1	Stop Bar Violation	Car ran red light
11:50:09.312	NL/NT/NR	11:50:49.320	NR							1	Stop Bar Violation	Car ran red light
11:50:09.312	NL/NT/NR	11:51:07.320	NR							1	Stop Bar Violation	Car ran red light
11:51:13.320	NT/NR	11:51:13.828	NR							1	Stop Bar Violation	Car ran red light
11:51:37.832	NL	11:51:38.460	NL	1							Stop Bar Violation	Car ran red light
11:51:37.832	NL	11:51:38.826	NL			1					Stop Bar Violation	Car ran red light
11:52:39.828	NL/NT/NR	11:52:42.564	NT					1			Stop Bar Violation	Car ran red light
11:53:44.820	NT/NR	11:53:47.584	NR							1	Stop Bar Violation	Car ran red light
11:54:07.832	NL											
11:55:09.820	NL/NT/NR	11:55:45.060	NR							1	Stop Bar Violation	Car ran red light
11:56:13.328	NT/NR											
11:56:21.312	NL/NT/NR	11:56:22.312	NL								Stop Bar Violation	Car ran red light
11:56:21.312	NL/NT/NR	11:56:23.328	NL	1							Stop Bar Violation	Car ran red light
11:56:21.312	NL/NT/NR	11:56:29.258	NR							1	Stop Bar Violation	Car ran red light
11:56:32.008	NL											
11:57:39.552	NL/NT/NR	11:57:47.560	NR							1	Stop Bar Violation	Car ran red light
11:57:39.552	NL/NT/NR	11:58:32.080	NR							1	Stop Bar Violation	Car ran red light
11:58:43.084	NT/NR											
11:59:07.512	NL											
12:00:09.332	NL/NT/NR	12:00:17.336	NR							1	Stop Bar Violation	Car ran red light
12:00:09.332	NL/NT/NR	12:01:06.824	NR							1	Stop Bar Violation	Car ran red light
12:01:13.584	NT/NR											
12:01:33.340	NL											
12:02:39.584	NL/NT/NR	12:02:40.262	NR							1	Stop Bar Violation	Car ran red light
12:02:39.584	NL/NT/NR	12:03:03.320	NT					1			Stop Bar Violation	
12:03:44.580	NT/NR											
12:04:07.832	NL	12:04:09.324	NL	1							Stop Bar Violation	Car ran red light
12:05:13.080	NL/NT/NR	12:05:35.804	NR							1	Stop Bar Violation	Car ran red light
12:05:13.080	NL/NT/NR	12:05:58.840	NR							1	Stop Bar Violation	Car ran red light
12:05:13.080	NL/NT/NR	12:06:11.812	NR							1	Stop Bar Violation	Car ran red light
12:06:18.016	NT/NR	12:06:18.016	NR							1	Stop Bar Violation	Car ran red light
12:06:18.016	NT/NR	12:06:20.336	NR							1	Stop Bar Violation	Car ran red light
12:06:43.840	NL											
12:07:43.734	NL/NT/NR	12:08:18.064	NR							1	Stop Bar Violation	Car ran red light
12:07:43.734	NL/NT/NR	12:08:22.996	NR					1			Stop Bar Violation	Car ran red light
12:07:43.734	NL/NT/NR	12:08:25.460	NR							1	Stop Bar Violation	Car ran red light
12:07:43.734	NL/NT/NR	12:08:29.996	NR							1	Stop Bar Violation	Car ran red light
12:08:47.560	NT/NR	12:08:48.560	NR							1	Stop Bar Violation	Car ran red light
12:08:47.560	NT/NR	12:08:50.604	NT				1				Stop Bar Violation	
12:09:11.060	NL											

12:10:13.616	NL/NT/NR	12:10:47.060	NR							1	Stop Bar Violation	Car ran red light
12:10:13.616	NL/NT/NR	12:11:06.312	NR							1	Stop Bar Violation	Car ran red light
12:11:17.888	NT/NR	12:11:20.312	NR							1	Stop Bar Violation	Car ran red light
12:11:17.888	NT/NR	12:11:24.312	NR							1	Stop Bar Violation	Car ran red light
12:11:17.888	NT/NR	12:11:30.238	NR							1	Stop Bar Violation	
12:11:42.312	NL											
12:12:43.812	NL/NT/NR	12:12:54.820	NT					1			Stop Bar Violation	
12:12:43.812	NL/NT/NR	12:13:26.056	NR							1	Stop Bar Violation	Car ran red light
12:12:43.812	NL/NT/NR	12:13:42.056	NR							1	Stop Bar Violation	Car ran red light
12:13:47.234	NT/NR											
12:14:11.556	NL											
12:15:14.306	NL/NT/NR											
12:16:17.320	NT/NR	12:16:20.200	NR							1	Stop Bar Violation	Car ran red light
12:16:17.320	NT/NR	12:16:24.816	NR							1	Stop Bar Violation	
12:16:41.808	NL											
12:17:43.560	NL/NT/NR											
12:18:47.308	NT/NR	12:18:57.056	NR							1	Stop Bar Violation	Car ran red light
12:19:11.056	NL											
12:20:13.064	NL/NT/NR											
12:21:18.328	NT/NR											
12:21:42.821	NL											
12:22:44.565	NL/NT/NR											
12:23:48.328	NT/NR											
12:24:11.564	NL											
12:25:14.568	NL/NT/NR	12:26:06.572	NR							1	Stop Bar Violation	Car ran red light
12:26:17.812	NT/NR											
12:26:41.420	NL	12:27:42.322	NL					1			Stop Bar Violation	
12:27:44.568	NL/NT/NR	12:28:28.076	NR							1	Stop Bar Violation	Car ran red light
12:28:47.031	NT/NR											
12:29:11.496	NL											
12:30:13.336	NL/NT/NR											
12:31:17.996	NT/NR	12:31:29.052	NT						1		Stop Bar Violation	
12:31:41.264	NL											
12:32:44.576	NL/NT/NR	12:33:33.328	NR							1	Stop Bar Violation	Car ran red light
12:32:44.576	NL/NT/NR	12:33:41.579	NR							1	Stop Bar Violation	Car ran red light
12:32:44.576	NL/NT/NR	12:33:46.504	NR							1	Stop Bar Violation	Car ran red light
12:33:47.230	NT/NR	12:33:54.504	NR							1	Stop Bar Violation	Car ran red light
12:34:11.832	NL											
12:35:13.580	NL/NT/NR	12:35:14.984	NR							1	Stop Bar Violation	Car ran red light
12:36:17.320	NT/NR											
12:36:42.584	NL											
12:37:43.312	NL/NT/NR	12:37:56.587	NR							1	Stop Bar Violation	Car ran red light
12:38:48.254	NT/NR	12:38:49.320	NR							1	Stop Bar Violation	Car ran red light
12:38:48.254	NT/NR	12:38:59.830	NR							1	Stop Bar Violation	Car ran red light
12:39:11.254	NL											
12:40:13.080	NL/NT/NR	12:40:58.328	NR							1	Stop Bar Violation	Car ran red light
12:40:13.080	NL/NT/NR	12:41:00.328	NT					1			Stop Bar Violation	Car ran red light
12:40:13.080	NL/NT/NR	12:41:15.552	NR							1	Stop Bar Violation	Car ran red light
12:41:17.048	NT/NR	12:41:19.234	NR							1	Stop Bar Violation	Car ran red light
12:41:17.048	NT/NR	12:41:23.230	NR							1	Stop Bar Violation	
12:41:41.008	NL											
12:42:44.328	NL/NT/NR	12:42:46.240	NT						1		Stop Bar Violation	
12:43:47.008	NT/NR	12:43:47.828	NR							1	Stop Bar Violation	Car ran red light
12:43:47.008	NT/NR	12:43:52.080	NR							1	Stop Bar Violation	Car ran red light
12:43:47.008	NT/NR	12:43:56.000	NR							1	Stop Bar Violation	
12:44:12.980	NL											
12:45:14.819	NL/NT/NR	12:45:21.530	NR							1	Stop Bar Violation	Car ran red light
12:45:14.819	NL/NT/NR	12:46:06.052	NR							1	Stop Bar Violation	Car ran red light
12:45:14.819	NL/NT/NR	12:46:13.073	NR							1	Stop Bar Violation	Car ran red light
12:46:17.152	NT/NR	12:46:19.152	NR							1	Stop Bar Violation	Car ran red light
12:46:42.024	NL											
12:47:44.104	NL/NT/NR											
12:48:47.828	NT/NR											
12:49:12.352	NL											
12:50:14.072	NL/NT/NR	12:50:59.090	NR							1	Stop Bar Violation	Car ran red light
12:50:14.072	NL/NT/NR	12:51:06.270	NR							1	Stop Bar Violation	Car ran red light
12:50:14.072	NL/NT/NR	12:51:13.832	NR							1	Stop Bar Violation	Car ran red light
12:51:17.000	NT/NR											
12:51:41.100	NL											
12:52:44.323	NL/NT/NR	12:53:31.575	NR							1	Stop Bar Violation	Car ran red light
12:53:48.567	NT/NR	12:53:51.500	NR							1	Stop Bar Violation	Car ran red light
12:54:12.568	NL											
12:55:14.596	NL/NT/NR											
12:56:19.250	NT/NR	12:56:24.832	NR							1	Stop Bar Violation	
12:56:42.000	NL	12:57:20.328	NL								Stop Bar Violation	
12:57:44.332	NL/NT/NR	12:58:46.087	NR							1	Stop Bar Violation	Car ran red light
12:58:47.603	NT/NR											
12:59:12.347	NL											
13:00:14.568	NL/NT/NR	13:00:45.324	NR							1	Stop Bar Violation	Car ran red light
13:00:14.568	NL/NT/NR	13:01:05.575	NR							1	Stop Bar Violation	Car ran red light
13:01:17.000	NT/NR											
13:01:41.080	NL											
13:02:44.324	NL/NT/NR	13:03:29.824	NR							1	Stop Bar Violation	Car ran red light
13:02:44.324	NL/NT/NR	13:03:35.250	NR							1	Stop Bar Violation	Car ran red light
13:03:47.381	NT/NR											
13:04:12.327	NL											
13:05:14.072	NL/NT/NR											
13:06:17.336	NT/NR											
13:06:42.584	NL											
13:07:43.088	NL/NT/NR	13:07:45.025	NR							1	Stop Bar Violation	Car ran red light
13:07:43.088	NL/NT/NR	13:07:48.580	NR							1	Stop Bar Violation	Car ran red light
13:07:43.088	NL/NT/NR	13:07:52.358	NR							1	Stop Bar Violation	Car ran red light
13:07:43.088	NL/NT/NR	13:08:40.484	NR							1	Stop Bar Violation	Car ran red light
13:07:43.088	NL/NT/NR	13:08:46.096	NR							1	Stop Bar Violation	Car ran red light
13:08:47.831	NT/NR	13:08:52.016	NR							1	Stop Bar Violation	
13:09:12.096	NL											
13:10:14.012	NL/NT/NR	13:10:56.599	NR							1	Stop Bar Violation	Car ran red light

13:11:17.866	NT/NR	13:11:24.061	NR						1	Stop Bar Violation	
13:11:42.336	NL	13:11:43.258	NL	1						Stop Bar Violation	Car ran red light
13:12:44.584	NL/NT/NR	13:12:55.820	NR						1	Stop Bar Violation	Car ran red light
13:13:44.584	NL/NT/NR	13:13:35.590	NR						1	Stop Bar Violation	Car ran red light
13:13:48.016	NT/NR	13:13:52.031	NR						1	Stop Bar Violation	Car ran red light
13:14:11.862	NL										
13:15:14.579	NL/NT/NR										
13:16:17.567	NT/NR										
13:16:26.824	NL/NT/NR	13:16:28.000	NL	1						Stop Bar Violation	Car ran red light
13:16:36.750	NL	13:17:05.099	NL				1			Stop Bar Violation	
13:17:43.815	NL/NT/NR	13:17:57.576	NR						1	Stop Bar Violation	Car ran red light
13:17:43.815	NL/NT/NR	13:18:42.259	NR						1	Stop Bar Violation	Car ran red light
13:18:47.734	NT/NR	13:18:51.800	NR						1	Stop Bar Violation	Car ran red light
13:19:12.242	NL	13:19:13.742	NL					1		Stop Bar Violation	Car ran red light
13:20:14.740	NL/NT/NR										
13:21:17.996	NT/NR	13:21:23.496	NR						1	Stop Bar Violation	
13:21:42.469	NL	13:21:42.750	NL					1		Stop Bar Violation	Car ran red light
13:21:42.469	NL	13:21:44.250	NL					1		Stop Bar Violation	Car ran red light
13:22:44.746	NL/NT/NR	13:23:28.572	NR						1	Stop Bar Violation	Car ran red light
13:22:44.746	NL/NT/NR	13:23:35.750	NR						1	Stop Bar Violation	Car ran red light
13:23:47.996	NT/NR	13:23:53.411	NR						1	Stop Bar Violation	
13:24:11.500	NL	13:24:11.500	NL					1		Stop Bar Violation	Car ran red light
13:24:11.500	NL	13:24:12.250	NL	1						Stop Bar Violation	Car ran red light
13:25:13.696	NL/NT/NR										
13:26:17.003	NT/NR										
13:26:26.726	NL/NT/NR	13:26:27.825	NL	1						Stop Bar Violation	Car ran red light
13:26:26.726	NL/NT/NR	13:26:27.950	NL					1		Stop Bar Violation	Car ran red light
13:26:26.726	NL/NT/NR	13:26:32.152	NL					1		Stop Bar Violation	Car ran red light
13:26:36.003	NL										
13:27:44.430	NL/NT/NR	13:28:42.266	NR						1	Stop Bar Violation	Car ran red light
13:28:47.984	NT/NR	13:28:48.900	NR						1	Stop Bar Violation	Car ran red light
13:28:52.004	NL/NT/NR	13:29:01.901	NR						1	Stop Bar Violation	Car ran red light
13:29:12.788	NL	13:29:12.980	NL	1						Stop Bar Violation	Car ran red light
13:30:13.758	NL/NT/NR	13:30:32.704	NR						1	Stop Bar Violation	Car ran red light
13:30:13.758	NL/NT/NR	13:30:53.008	NR						1	Stop Bar Violation	Car ran red light
13:31:17.253	NT/NR	13:31:21.484	NR						1	Stop Bar Violation	Car ran red light
13:31:17.253	NT/NR	13:31:32.638	NR						1	Stop Bar Violation	
13:31:42.943	NL	13:31:42.943	NL	1						Stop Bar Violation	Car ran red light
13:32:43.734	NL/NT/NR	13:33:28.758	NR						1	Stop Bar Violation	Car ran red light
13:32:43.734	NL/NT/NR	13:33:36.753	NR						1	Stop Bar Violation	Car ran red light
13:32:43.734	NL/NT/NR	13:33:41.415	NR						1	Stop Bar Violation	Car ran red light
13:33:47.496	NT/NR										
13:34:11.258	NL	13:34:11.508	NL	1						Stop Bar Violation	Car ran red light
13:35:14.758	NL/NT/NR	13:36:04.226	NR						1	Stop Bar Violation	Car ran red light
13:35:14.758	NL/NT/NR	13:36:16.734	NR						1	Stop Bar Violation	Car ran red light
13:36:18.480	NT/NR										
13:36:42.948	NL	13:36:42.948	NL					1		Stop Bar Violation	Car ran red light
13:36:42.948	NL	13:36:43.893	NL					1		Stop Bar Violation	Car ran red light
13:37:43.734	NL/NT/NR	13:37:50.738	NR						1	Stop Bar Violation	Car ran red light
13:37:43.734	NL/NT/NR	13:38:13.976	NR						1	Stop Bar Violation	Car ran red light
13:37:43.734	NL/NT/NR	13:38:37.920	NR						1	Stop Bar Violation	
13:38:47.230	NT/NR										
13:39:12.992	NL	13:39:12.999	NL					1		Stop Bar Violation	Car ran red light
13:40:14.145	NL/NT/NR	13:41:05.420	NR						1	Stop Bar Violation	Car ran red light
13:40:14.145	NL/NT/NR	13:41:11.156	NR						1	Stop Bar Violation	Car ran red light
13:40:14.145	NL/NT/NR	13:41:15.172	NR						1	Stop Bar Violation	Car ran red light
13:41:17.242	NT/NR										
13:41:41.734	NL	13:41:41.734	NL						1	Stop Bar Violation	Car ran red light
13:42:44.734	NL/NT/NR	13:43:27.234	NR						1	Stop Bar Violation	Car ran red light
13:42:44.734	NL/NT/NR	13:43:33.988	NR						1	Stop Bar Violation	Car ran red light
13:43:47.966	NT/NR										
13:44:12.746	NL	13:44:12.746	NL	1						Stop Bar Violation	Car ran red light
13:44:12.746	NL	13:44:13.230	NL					1		Stop Bar Violation	Car ran red light
13:44:12.746	NL	13:44:13.325	NL	1						Stop Bar Violation	Car ran red light
13:45:14.988	NL/NT/NR	13:45:45.738	NR						1	Stop Bar Violation	Car ran red light
13:45:14.988	NL/NT/NR	13:45:57.400	NR						1	Stop Bar Violation	Car ran red light
13:46:17.030	NT/NR										
13:46:42.492	NL	13:46:42.742	NL	1						Stop Bar Violation	Car ran red light
13:47:43.742	NL/NT/NR										
13:48:47.250	NT/NR	13:48:52.750	NR						1	Stop Bar Violation	Car ran red light
13:48:47.250	NT/NR	13:48:58.648	NR						1	Stop Bar Violation	
13:49:11.746	NL	13:49:11.746	NL	1						Stop Bar Violation	Car ran red light
13:49:11.746	NL	13:49:11.820	NL					1		Stop Bar Violation	Car ran red light
13:49:11.746	NL	13:49:12.496	NL	1						Stop Bar Violation	Car ran red light
13:50:14.905	NL/NT/NR										
13:51:17.180	NT/NR										
13:51:45.012	NL										
13:52:43.168	NL/NT/NR	13:53:13.680	NR						1	Stop Bar Violation	
13:53:47.266	NT/NR										
13:54:15.512	NL										
13:55:13.750	NL/NT/NR	13:55:37.500	NR						1	Stop Bar Violation	Car ran red light
13:56:17.005	NT/NR										
13:56:42.254	NL	13:56:42.254	NL	1						Stop Bar Violation	Car ran red light
13:57:44.762	NL/NT/NR	13:57:53.423	NT					1		Stop Bar Violation	
13:57:44.762	NL/NT/NR	13:58:22.908	NR						1	Stop Bar Violation	Car ran red light
13:57:44.762	NL/NT/NR	13:58:30.004	NR						1	Stop Bar Violation	Car ran red light
13:57:44.762	NL/NT/NR	13:58:41.176	NR						1	Stop Bar Violation	Car ran red light
13:58:47.508	NT/NR	13:58:50.746	NR						1	Stop Bar Violation	Car ran red light
13:58:47.508	NT/NR	13:58:57.910	NR						1	Stop Bar Violation	
13:59:12.254	NL	13:59:12.365	NL	1						Stop Bar Violation	Car ran red light
14:00:14.898	NL/NT/NR	14:00:57.551	NR						1	Stop Bar Violation	Car ran red light
14:01:17.504	NT/NR										
14:01:42.254	NL										
14:03:11.758	NL/NT/NR	14:03:12.144	NT					1		Stop Bar Violation	Car ran red light
14:03:11.758	NL/NT/NR	14:03:12.242	NR						1	Stop Bar Violation	Car ran red light
14:03:11.758	NL/NT/NR	14:04:06.392	NR						1	Stop Bar Violation	Car ran red light
14:04:35.258	NT/NR	14:04:38.758	NR						1	Stop Bar Violation	Car ran red light

14:04:35.258	NT/NR	14:04:54.488	NR							1	Stop Bar Violation	Car ran red light
14:04:56.488	NL											
14:04:59.049	NL/NT/NR	14:04:59.049	NL	1							Stop Bar Violation	Car ran red light
14:06:10.242	NL/NT/NR	14:06:56.396	NR							1	Stop Bar Violation	Car ran red light
14:07:32.258	NT/NR	14:07:33.008	NR							1	Stop Bar Violation	Car ran red light
14:07:32.258	NT/NR	14:07:35.758	NR							1	Stop Bar Violation	Car ran red light
14:07:32.258	NT/NR	14:07:41.754	NR							1	Stop Bar Violation	Car ran red light
14:07:53.754	NL	14:07:53.754	NL						1		Stop Bar Violation	Car ran red light
14:07:53.754	NL	14:07:54.768	NL	1							Stop Bar Violation	Car ran red light
14:07:53.754	NL	14:07:58.234	NL	1							Stop Bar Violation	Car ran red light
14:09:07.762	NL/NT/NR	14:09:23.508	NR							1	Stop Bar Violation	
14:10:31.258	NT/NR											
14:10:42.508	NL/NT/NR	14:10:44.730	NL	1							Stop Bar Violation	Car ran red light
14:10:42.508	NL/NT/NR	14:10:45.980	NL	1							Stop Bar Violation	Car ran red light
14:10:42.508	NL/NT/NR	14:10:45.999	NL						1		Stop Bar Violation	Car ran red light
14:10:42.508	NL/NT/NR	14:10:47.730	NL						1		Stop Bar Violation	Car ran red light
14:10:42.508	NL/NT/NR	14:10:47.980	NL	1							Stop Bar Violation	Car ran red light
14:10:52.057	NL											
14:12:06.516	NL/NT/NR	14:12:07.980	NT						1		Stop Bar Violation	Car ran red light
14:12:06.516	NL/NT/NR	14:12:45.396	NR							1	Stop Bar Violation	Car ran red light
14:12:06.516	NL/NT/NR	14:13:04.892	NR							1	Stop Bar Violation	Car ran red light
14:13:31.276	NT/NR											
14:13:54.266	NL											
14:15:06.812	NL/NT/NR	14:15:43.726	NR							1	Stop Bar Violation	Car ran red light
14:15:06.812	NL/NT/NR	14:15:58.476	NR							1	Stop Bar Violation	Car ran red light
14:16:31.496	NT/NR											
14:16:54.234	NL	14:17:42.136	NL							1	Stop Bar Violation	
14:18:07.972	NL/NT/NR											
14:19:31.222	NT/NR											
14:19:54.000	NL	14:19:54.000	NL	1							Stop Bar Violation	Car ran red light
14:19:54.000	NL	14:19:55.012	NL	1							Stop Bar Violation	Car ran red light
14:19:54.000	NL	14:20:41.420	NL						1		Stop Bar Violation	
14:21:07.896	NL/NT/NR	14:21:08.980	NT								Stop Bar Violation	
14:21:07.896	NL/NT/NR	14:21:32.726	NR							1	Stop Bar Violation	Car ran red light
14:22:31.988	NT/NR											
14:22:54.234	NL	14:22:54.526	NL	1							Stop Bar Violation	Car ran red light
14:24:07.972	NL/NT/NR	14:24:30.128	NR							1	Stop Bar Violation	Car ran red light
14:25:31.970	NT/NR											
14:25:54.632	NL	14:25:55.496	NL	1							Stop Bar Violation	Car ran red light
14:27:06.726	NL/NT/NR	14:28:10.230	NR							1	Stop Bar Violation	Car ran red light
14:28:31.980	NT/NR											
14:28:54.152	NL	14:28:54.152	NL							1	Stop Bar Violation	Car ran red light
14:28:54.152	NL	14:28:56.746	NL	1							Stop Bar Violation	Car ran red light
14:28:54.152	NL	14:30:03.742	NL							1	Stop Bar Violation	Car ran red light
14:30:07.976	NL/NT/NR	14:31:02.230	NR							1	Stop Bar Violation	Car ran red light
14:30:07.976	NL/NT/NR	14:31:09.980	NR							1	Stop Bar Violation	Car ran red light
14:31:31.480	NT/NR	14:31:14.480	NR							1	Stop Bar Violation	Car ran red light
14:31:54.144	NL											
14:33:07.989	NL/NT/NR	14:34:03.648	NR							1	Stop Bar Violation	Car ran red light
14:33:07.989	NL/NT/NR	14:34:16.734	NR							1	Stop Bar Violation	Car ran red light
14:34:31.980	NT/NR											
14:34:54.984	NL	14:34:54.984	NL							1	Stop Bar Violation	Car ran red light
14:34:54.984	NL	14:34:55.738	NL							1	Stop Bar Violation	Car ran red light
14:36:08.734	NL/NT/NR	14:36:57.742	NR							1	Stop Bar Violation	Car ran red light
14:36:08.734	NL/NT/NR	14:36:57.148	NR							1	Stop Bar Violation	Car ran red light
14:36:08.734	NL/NT/NR	14:37:22.242	NR							1	Stop Bar Violation	Car ran red light
14:36:08.734	NL/NT/NR	14:37:30.496	NL							1	Stop Bar Violation	Car ran red light
14:37:33.238	NT/NR											
14:37:56.396	NL	14:37:56.396	NL							1	Stop Bar Violation	Car ran red light
14:37:56.396	NL	14:37:56.439	NR							1	Stop Bar Violation	
14:39:09.615	NL/NT/NR											
14:40:30.496	NT/NR											
14:40:39.742	NL/NT/NR	14:40:41.496	NL	1							Stop Bar Violation	Car ran red light
14:40:39.742	NL/NT/NR	14:40:41.746	NL							1	Stop Bar Violation	Car ran red light
14:40:51.996	NL											
14:42:08.654	NL/NT/NR	14:43:21.754	NR							1	Stop Bar Violation	Car ran red light
14:43:32.742	NT/NR											
14:43:56.492	NL	14:43:56.492	NL							1	Stop Bar Violation	Car ran red light
14:43:56.492	NL	14:43:56.768	NL	1							Stop Bar Violation	Car ran red light
14:43:56.492	NL	14:43:56.989	NL							1	Stop Bar Violation	Car ran red light
14:43:56.492	NL	14:43:58.738	NL							1	Stop Bar Violation	Car ran red light
14:45:08.152	NL/NT/NR	14:45:33.648	NT							1	Stop Bar Violation	
14:45:08.152	NL/NT/NR	14:45:52.476	NR							1	Stop Bar Violation	Car ran red light
14:46:33.000	NT/NR											
14:46:56.904	NL	14:46:56.904	NL							1	Stop Bar Violation	Car ran red light
14:48:07.750	NL/NT/NR	14:49:03.230	NT							1	Stop Bar Violation	
14:48:07.750	NL/NT/NR	14:49:09.480	NT							1	Stop Bar Violation	
14:49:30.000	NT/NR											
14:49:53.734	NL	14:49:57.980	NL	1							Stop Bar Violation	
14:51:05.730	NL/NT/NR	14:51:07.980	NT							1	Stop Bar Violation	Car ran red light
14:52:30.004	NT/NR											
14:53:53.288	NL											
14:54:06.410	NL/NT/NR											
14:55:30.025	NT/NR											
14:55:39.508	NL/NT/NR											
14:55:51.168	NL											
14:57:05.758	NL/NT/NR	14:57:30.484	NR							1	Stop Bar Violation	Car ran red light
14:57:05.758	NL/NT/NR	14:57:43.488	NR							1	Stop Bar Violation	Car ran red light
14:58:30.762	NT/NR											
14:58:43.176	NL	14:58:43.176	NL							1	Stop Bar Violation	Car ran red light
14:58:43.176	NL	14:58:54.246	NL	1							Stop Bar Violation	Car ran red light
15:00:05.730	NL/NT/NR	15:00:05.730	NT							1	Stop Bar Violation	Car ran red light
15:00:05.730	NL/NT/NR	15:00:05.730	NT							1	Stop Bar Violation	Car ran red light
15:00:05.730	NL/NT/NR	15:00:24.762	NR							1	Stop Bar Violation	Car ran red light
15:00:05.730	NL/NT/NR	15:01:16.242	NR							1	Stop Bar Violation	Car ran red light
15:00:05.730	NL/NT/NR	15:01:22.144	NR							1	Stop Bar Violation	Car ran red light

17:10:32.488	NT/NR	17:10:37.234	NR							1	Stop Bar Violation	Car ran red light
17:10:55.238	NL	17:10:55.238	NL		1						Stop Bar Violation	Car ran red light
17:10:55.238	NL	17:10:55.238	NL	1							Stop Bar Violation	Car ran red light
17:12:08.982	NL/NR	17:12:36.984	NR							1	Stop Bar Violation	Car ran red light
17:13:32.234	NT/NR											
17:13:55.004	NL	17:13:55.004	NL	1							Stop Bar Violation	Car ran red light
17:15:08.575	NL/NT/NR	17:15:08.575	NT					1			Stop Bar Violation	Car ran red light
17:15:08.575	NL/NT/NR	17:15:21.996	NR							1	Stop Bar Violation	Car ran red light
17:15:08.575	NL/NT/NR	17:15:39.988	NR							1	Stop Bar Violation	Car ran red light
17:15:08.575	NL/NT/NR	17:16:26.928	NR							1	Stop Bar Violation	Car ran red light
17:16:32.496	NT/NR											
17:16:44.250	NL	17:16:44.250	NL	1							Stop Bar Violation	Car ran red light
17:16:44.250	NL	17:16:44.250	NL		1						Stop Bar Violation	Car ran red light
17:16:44.250	NL	17:16:45.758	NL	1							Stop Bar Violation	Car ran red light
17:16:44.250	NL	17:16:46.508	NL			1					Stop Bar Violation	Car ran red light
17:16:44.250	NL	17:16:46.988	NL	1							Stop Bar Violation	Car ran red light
17:18:08.408	NL/NT/NR	17:18:08.408	NR							1	Stop Bar Violation	Car ran red light
17:18:08.408	NL/NT/NR	17:18:37.500	NR							1	Stop Bar Violation	Car ran red light
17:19:32.996	NT/NR											
17:19:55.160	NL	17:19:55.160	NL	1							Stop Bar Violation	Car ran red light
17:21:08.000	NL/NT/NR	17:21:08.000	NR							1	Stop Bar Violation	Car ran red light
17:21:08.000	NL/NT/NR	17:21:34.990	NR							1	Stop Bar Violation	Car ran red light
17:22:32.000	NT/NR											
17:22:55.160	NL											
17:24:08.004	NL/NT/NR	17:24:14.496	NR							1	Stop Bar Violation	Car ran red light
17:24:08.004	NL/NT/NR	17:24:53.154	NR							1	Stop Bar Violation	Car ran red light
17:24:08.004	NL/NT/NR	17:25:31.500	NR							1	Stop Bar Violation	Car ran red light
17:25:32.500	NT/NR	17:25:49.266	NT							1	Stop Bar Violation	Car ran red light
17:25:55.004	NL	17:25:55.004	NL			1					Stop Bar Violation	Car ran red light
17:25:55.004	NL	17:25:55.004	NL	1							Stop Bar Violation	Car ran red light
17:27:08.696	NL/NT/NR	17:27:08.696	NT				1				Stop Bar Violation	
17:27:08.696	NL/NT/NR	17:27:08.764	NR							1	Stop Bar Violation	Car ran red light
17:27:08.696	NL/NT/NR	17:27:08.764	NT					1			Stop Bar Violation	Car ran red light
17:27:08.696	NL/NT/NR	17:28:11.920	NR							1	Stop Bar Violation	Car ran red light
17:28:32.180	NT/NR	17:28:33.770	NT							1	Stop Bar Violation	
17:28:55.250	NL	17:28:56.746	NL	1							Stop Bar Violation	Car ran red light
17:30:08.208	NL/NT/NR	17:31:08.504	NR							1	Stop Bar Violation	Car ran red light
17:31:32.254	NT/NR											
17:31:55.952	NL	17:31:56.607	NL			1					Stop Bar Violation	Car ran red light
17:33:08.004	NL/NT/NR	17:33:19.004	NT							1	Stop Bar Violation	
17:33:08.004	NL/NT/NR	17:33:47.504	NR							1	Stop Bar Violation	Car ran red light
17:34:32.266	NT/NR											
17:34:55.258	NL	17:34:56.238	NL			1					Stop Bar Violation	Car ran red light
17:36:08.008	NL/NT/NR	17:37:19.016	NR							1	Stop Bar Violation	Car ran red light
17:36:08.008	NL/NT/NR	17:37:30.364	NL	1							Stop Bar Violation	Car ran red light
17:37:32.250	NT/NR											
17:37:55.270	NL	17:37:57.128	NL			1					Stop Bar Violation	Car ran red light
17:39:08.944	NL/NT/NR	17:39:08.944	NT						1		Stop Bar Violation	Car ran red light
17:39:08.944	NL/NT/NR	17:39:11.758	NR							1	Stop Bar Violation	Car ran red light
17:39:08.944	NL/NT/NR	17:39:34.208	NR							1	Stop Bar Violation	Car ran red light
17:40:32.512	NT/NR	17:40:33.606	NT						1		Stop Bar Violation	Car ran red light
17:40:32.512	NT/NR	17:40:36.188	NR							1	Stop Bar Violation	Car ran red light
17:40:32.512	NT/NR	17:40:41.012	NR							1	Stop Bar Violation	Car ran red light
17:40:55.246	NL	17:40:55.246	NL			1					Stop Bar Violation	Car ran red light
17:40:55.246	NL	17:40:56.730	NT							1	Stop Bar Violation	Car ran red light
17:40:55.246	NL	17:41:00.980	NL			1					Stop Bar Violation	Car ran red light
17:42:08.020	NL/NT/NR	17:42:08.020	NT					1			Stop Bar Violation	
17:43:32.242	NT/NR											
17:43:55.012	NL	17:43:55.012	NL	1							Stop Bar Violation	
17:45:08.012	NL/NT/NR	17:45:09.262	NT							1	Stop Bar Violation	
17:46:32.246	NT/NR	17:46:47.112	NT					1			Stop Bar Violation	
17:46:55.992	NL	17:46:56.584	NL	1							Stop Bar Violation	Car ran red light
17:46:55.992	NL	17:46:56.620	NL			1					Stop Bar Violation	Car ran red light
17:48:08.786	NL/NT/NR	17:48:14.776	NT							1	Stop Bar Violation	
17:49:32.488	NT/NR											
17:49:55.280	NL	17:49:55.280	NL	1							Stop Bar Violation	Car ran red light
17:49:55.280	NL	17:49:55.472	NL			1					Stop Bar Violation	Car ran red light
17:49:55.280	NL	17:49:57.262	NL	1							Stop Bar Violation	Car ran red light
17:49:55.280	NL	17:49:57.512	NL			1					Stop Bar Violation	Car ran red light
17:51:08.784	NL/NT/NR	17:52:02.718	NR							1	Stop Bar Violation	Car ran red light
17:52:32.488	NT/NR											
17:52:55.488	NL	17:52:56.758	NL			1					Stop Bar Violation	Car ran red light
17:52:55.488	NL	17:52:56.800	NL	1							Stop Bar Violation	Car ran red light
17:54:08.520	NL/NT/NR	17:54:08.520	NT						1		Stop Bar Violation	Car ran red light
17:54:08.520	NL/NT/NR	17:54:41.496	NR							1	Stop Bar Violation	Car ran red light
17:55:32.040	NT/NR											
17:55:55.008	NL	17:55:56.000	NL	1							Stop Bar Violation	Car ran red light
17:57:08.240	NL/NT/NR											
17:58:32.024	NT/NR											
17:58:44.272	NL	17:58:44.272	NL			1					Stop Bar Violation	Car ran red light
17:58:44.272	NL	17:58:44.272	NL	1							Stop Bar Violation	Car ran red light
17:58:44.272	NL	17:58:45.238	NL			1					Stop Bar Violation	Car ran red light
Totals				117	117	15	7	12	17	23	558	

Red Light Violation Study

Location: NW 42nd Ave/S Le Jeune Rd/SR 953 (NS) & NW 36th St/SR 948 (EW)

City: Miami Springs

Date: 3/18/2026

Day: Wednesday

Approach: Northbound

Hours 6 AM - 6 PM

Total Vehicle Count by Lane								
Lane 1 NL	Lane 2 NL	Lane 3 NT	Lane 4 NT	Lane 5 NT	Lane 6 NT	Lane 7 NT	Lane 8 NR	Total
2080	2219	3204	3476	3844	3387	2119	1656	21985
98%	105%	151%	164%	181%	160%	100%	78%	

Total Vehicle Count by Lane								
Lane 1 NL	Lane 2 NL	Lane 3 NT	Lane 4 NT	Lane 5 NT	Lane 6 NT	Lane 7 NT	Lane 8 NR	Total
117	117	15	7	12	17	23	558	866
6%	6%	1%	0%	1%	1%	1%	26%	

50th Violation TIMESTAMP							
Lane 1 NL	Lane 2 NL	Lane 3 NT	Lane 4 NT	Lane 5 NT	Lane 6 NT	Lane 7 NT	Lane 8 NR
13:44:12.746	13:49:11.820	NA	NA	NA	NA	NA	06:46:39.758

Violation by 1 Tenth of a Second										
1/10th	2/10th	3/10th	4/10th	5/10th	6/10th	7/10th	8/10th	9/10th	> 1 Second	Total
0.199	0.299	0.399	0.499	0.599	0.699	0.799	0.899	0.999	0.999	867
116	15	4	7	7	8	9	7	13	681	
13%	2%	0%	1%	1%	1%	1%	1%	1%	79%	

Type of Violation	Number of Violations
Stop Bar Violation	867
Car Ran Red Light	751

Hourly Summary of Violation Lane-wise

Location: NW 42nd Ave/S Le Jeune Rd/SR 953 (NS) & NW 36th St/SR 948 (EW)

City: Miami Springs

Date: 3/18/2026

Day: Wednesday

Approach: Northbound

Hours 6 AM - 6 PM

Approach - Northbound								
Interval	Lane 1 NL	Lane 2 NL	Lane 3 NT	Lane 4 NT	Lane 5 NT	Lane 6 NT	Lane 7 NT	Lane 8 NR
6:00 AM	1	2	1	2	1	1	0	64
7:00 AM	8	8	0	0	2	0	0	62
8:00 AM	18	15	0	0	1	2	1	46
9:00 AM	2	7	0	0	0	1	5	44
10:00 AM	5	1	0	1	1	1	1	62
11:00 AM	6	4	1	0	1	1	2	61
12:00 PM	2	1	1	0	1	2	3	50
1:00 PM	14	12	1	0	0	1	0	53
2:00 PM	16	13	4	0	2	1	3	30
3:00 PM	11	21	5	2	0	4	1	32
4:00 PM	15	15	0	0	0	0	3	28
5:00 PM	19	18	2	2	3	3	4	26
Totals	117	117	15	7	12	17	23	558

15-Min Summary of Violation Lane-wise

Location: NW 42nd Ave/S Le Jeune Rd/SR 953 (NS) & NW 36th St/SR 948 (EW)
 City: Miami Springs
 Date: 3/18/2026
 Day: Wednesday
 Approach: Northbound
 Hours 6 AM - 6 PM

Approach - Northbound								
Interval	Lane 1 NL	Lane 2 NL	Lane 3 NT	Lane 4 NT	Lane 5 NT	Lane 6 NT	Lane 7 NT	Lane 8 NR
6:00 AM	0	0	1	1	0	0	0	14
6:15 AM	1	0	0	0	0	1	0	14
6:30 AM	0	2	0	0	1	0	0	13
6:45 AM	0	0	0	1	0	0	0	23
7:00 AM	0	0	0	0	0	0	0	20
7:15 AM	1	2	0	0	0	0	0	15
7:30 AM	2	0	0	0	1	0	0	17
7:45 AM	5	6	0	0	1	0	0	10
8:00 AM	3	6	0	0	0	0	0	11
8:15 AM	6	3	0	0	1	2	0	10
8:30 AM	2	1	0	0	0	0	0	14
8:45 AM	7	5	0	0	0	0	1	11
9:00 AM	0	1	0	0	0	1	2	12
9:15 AM	1	1	0	0	1	0	1	13
9:30 AM	1	4	0	0	0	0	0	10
9:45 AM	0	1	0	0	0	0	2	9
10:00 AM	3	0	0	0	0	0	0	14
10:15 AM	2	0	0	0	0	0	0	18
10:30 AM	0	1	0	0	0	1	1	21
10:45 AM	0	0	0	1	1	0	0	9
11:00 AM	2	1	0	0	0	0	2	14
11:15 AM	1	0	1	0	0	0	0	13
11:30 AM	1	1	0	0	1	0	0	22
11:45 AM	2	2	0	0	0	1	0	12
12:00 PM	1	0	1	0	1	0	2	19
12:15 PM	1	0	0	0	0	0	0	5
12:30 PM	0	0	0	0	0	2	1	15
12:45 PM	0	1	0	0	0	0	0	11
1:00 PM	1	0	0	0	0	0	0	15
1:15 PM	4	6	1	0	0	0	0	10
1:30 PM	4	5	0	0	0	0	0	17
1:45 PM	5	1	0	0	0	1	0	11
2:00 PM	6	3	1	0	1	0	0	12
2:15 PM	5	1	2	0	0	1	0	5
2:30 PM	2	8	1	0	0	0	0	10
2:45 PM	3	1	0	0	1	0	3	3
3:00 PM	1	6	1	1	0	2	0	13
3:15 PM	3	4	1	0	0	1	0	8
3:30 PM	3	5	1	1	0	1	1	7
3:45 PM	4	6	2	0	0	0	0	4
4:00 PM	3	4	0	0	0	0	1	10
4:15 PM	5	7	0	0	0	0	0	7
4:30 PM	3	2	0	0	0	0	1	3
4:45 PM	4	2	0	0	0	0	1	8
5:00 PM	5	3	0	0	1	0	0	5
5:15 PM	6	3	0	1	1	2	1	12
5:30 PM	2	6	1	1	1	0	1	7
5:45 PM	6	6	1	0	0	1	2	2
Totals	117	117	15	7	12	17	23	558