Docusign Envelope ID: 4C463921-5445-45E1-9B65-5324BF3AE8E0

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: PSC-0307-24 Piggyback Bradford County Contract #BCS02019-01 with Dana Safety - Renewal

Requested Action/Authority:

Recommend approval to ratify the period of service from July 15, 2024, through date of contract execution. Recommend approval to renew the piggyback Bradford County Contract #BCS02019-01 with Dana Safety in the estimated annual amount of $4,000,000. Total revised expenditure not to exceed $6,796,058.33. Period of Service will be from date of contract execution through July 14, 2029.

Justification/Explanation:

Fleet Management is requesting approval piggyback for the furnishing of certain light systems, components and vehicle accessories utilizing Bradford County contract BCS02019-01.

Legal Contract #:	POA-70974-2	Contract Date:	01/30/2024	Change Order/AMD #:	1	
PO/Release #:	POA-70974-2	Bid Date:	12/15/2023	Awarded Supplier:	Dana Safety	
Licenses Verified:	N/A	Effective Date:	7/15/2024	Basis of Award:	N/A	
Federally Funded:	No	No. Invited:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	N/A - PSC-0307 - 24			Procurement Contract #:	POA - 70974-24	
Executed By:	Procurement					

PoP:Base:	5 years	Options:	(1) (5) year renwal	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	51102	Center:	114001	Acct:	564010	Proj:	00000000	Activity:	0000000000	$	4,000,000.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 6,796,058.33	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	AFFM:FLEET_MANAGEMENT			
Concurrence:	Signed by: Preacher, Erik 9B60722B731B427...	Title:	FLEET MANAGEMENT ADMINISTRATOR	8/26/2024
Concurrence:	Signed by: Tongol, Crisencio BDCC6BD1A63A4F7...	Title:	CHIEF OF FLEET MANAGEMENT	8/26/2024
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: LeeAnn Warchol 72F42AB443D04B7...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 8/26/2024
Name:	LeeAnn Warchol	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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SHERIFF

Gordon Smith, Sheriff

Bradford County

June 18, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Extending term to Contract No. BCSO2019-01 (w/amendment)

To whom it may concern,

This letter shall serve as formal notice of the Bradford County Sheriff's Office extending the terms of contract BCSO2019-01 from July 15, 2024, to July 14th, 2029, as indicated in Section 3.0 of said contract.

The following amendments will also be effective beginning July 15, 2024.
-Install rate $90 an hour
-On-site install rate $120 an hour
-Vehicle pick-up and delivery: $1.50 per mile (Minimum $100)
- Kustom Signal Inc. 2% off MSRP

The Bradford County Sheriff's Office looks forward to continuing its excellent working relationship with Dana Safety Supply. Please provide a current Certificate of Insurance to cover the extension period.

In Witness Whereof the Bradford County Sheriff's Office and Contractor (Dana Safety Supply) have agreed to this Extension and Amendment to the contract to be executed by the authorized representatives effective the date and year indicated above.

Attest:

Angel Lovell

Witness as to Contractor

Bradford County Sheriff's Office

By: 5120
Major George Konkel

Dana Safety Supply, Inc.

By:
Sidney Wells, Regional GM

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CONTRACT
(UTILIZING BRADFORD COUNTY CONTRACT #BCSO2019-01)
BETWEEN
CITY OF JACKSONVILLE
AND
DANA SAFETY SUPPLY, INC.
FOR
LIGHT SYSTEMS AND COMPONENTS

THIS CONTRACT for light systems and components (hereinafter the "Project") is made and entered into in duplicate this _____ day of _____, 2024 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "City"), and **DANA SAFETY SUPPLY, INC.**, a Florida profit corporation with principal address at 561 Stevens Street, Jacksonville, Florida 32254 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective July 12, 2019, Bradford County, Florida awarded Bradford County Contract #BCSO2019-01 (hereinafter the "County Contract") to Contractor for acquisition of light systems and components; and

WHEREAS, said County Contract is in full force and effect until July 14, 2024, with one (1) 5-year renewal option, and was competitively procured and awarded by Bradford County as contracting authority according to Florida law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows City to use, *inter alia*, contracts of other governmental entities, including counties, which have been competitively procured and awarded; and

WHEREAS, the County Contract is broad enough to include the Project and Contractor has agreed to allow City to use the County Contract; and

WHEREAS, it is in the best interests of the parties to use the County Contract for the Project and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and of other good and valuable consideration acknowledged by the parties to

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be sufficient, the parties hereby agree as follows:

ARTICLE 1: Incorporation of Recitals:

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor:

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing light systems and components to City, as described in and according to the provisions of the County Contract and its exhibits, work and services descriptions, and quotations made thereunder and the quotation submitted to Bradford County, Florida by Contractor, together identified as **Composite Exhibit 1** and by this reference made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy for City contained in this Contract. Said **Composite Exhibit 1** is on file in City's Office of General Counsel, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202. With respect to the Project, the provisions, terms, and conditions of the County Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Contract and those in the County Contract shall be resolved in favor of this Contract, with the provisions of this Contract superseding any conflicting provisions in the County Contract, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by City:

City shall designate for the Project a Project Coordinator who will, on behalf of City, coordinate with Contractor and administer this Contract according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate all Project-related activities with the designated Project Coordinator. City's Project Coordinator shall be: Carlton Copeland (Telephone: (904) 255-7552; FAX: (904) 387-8894; Email: Copeland@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through July 14, 2024, with one (1) five-year renewal option. During said period of time, the Services shall be available to all using agencies and other political subdivisions, boards, agencies, or

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authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor:

5.1. City will compensate Contractor for the Services in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; provided however, payment invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument by City's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Composite Exhibit 1,** the maximum indebtedness of City for all fees, reimbursable items, or other costs for the Services provided by Contractor pursuant to this Contract shall not exceed the sum of TWO MILLION SEVEN HUNDRED NINETY-SIX THOUSAND FIFTY-EIGHT AND 33/100 USD ($2,796,058.33).

ARTICLE 6: Notice:

In addition to the notice requirement in **Composite Exhibit 1**, notice to City under this Contract shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Sheryl Kurtz, Procurement Coordinator
Fleet Management Division
1007 Superior Street
Jacksonville Florida 32254

Dustin Freeman, Chief
Procurement Division
214 North Hogan Street
Jacksonville, Florida 32202

ARTICLE 7: Laws, Ordinances, Rules, and Regulations:

As required by Section 126.108(b), *Ordinance Code*, in providing the supplies for the Project, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the work contemplated in this Contract. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this article shall be incorporated into and become a part of the subcontract.

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ARTICLE 8: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code,* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City to the extent the parties are aware of the same.

ARTICLE 9: Governing State Law/Severability/Venue:

The rights, obligations, and remedies of the parties as specified under this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Contract shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 10: Counterparts:

The parties agree that for the execution of this Contract, time is of the essence. Therefore, this Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Contract.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST

By_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By_____
Donna Deegan
Mayor

WITNESS

By_____
Signature

_____
Type/Print Name

_____
Title

DANA SAFETY SUPPLY, INC.

By_____
Signature

_____
Type/Print Name

_____
Title

Form Approved:

_____
Office of General Counsel

GC-#1608797-v1-Dana_Safety_70974-24_Piggyback_BradfordCo_PO.doc

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Encumbrance and funding information for internal City use:

Account …… 51102.114001.564010.00000.00000499.0000.0000000
POA-70974-24

Amount …… $2,796,058.33

TOTAL MAXIMUM INDEBTEDNESS: $2,796,058.33

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent Purchase Order(s), as specified in said Contract.

_____
Director of Finance
City Contract No. 70974-24

Approved as to form:

_____
Office of General Counsel

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Contract Purchase Agreement POA-70974-24

Agreement	**POA-70974-24**
Agreement Date	**19-DEC-2023**
Revision	**0**
Agreement Amount	**2,796,058.33 USD**
Solicitation Number	**PSC-0307-24**

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Dana Safety Supply, Inc.
4809 KOGER Boulevard
GREENSBORO, NC 27407

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20184	**Net 45**	**Freight Prepaid**	**FOB Destination**	**Best Way**
Start Date	End Date		Confirm To	
			Corey Sidlo **CSidlo@coj.net**	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division