SS #14-SS-094-DR - Wesco Turf, Inc.

VENDOR RECOMMENDED FOR AWARD:

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>ESTIMATED ANNUAL AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wesco Turf, Inc.</td>
<td>$40,000.00</td>
<td>Service and Maintenance for Toro Commercial Turf Equipment</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$40,000.00</td>
<td></td>
</tr>
</tbody>
</table>

SOLE SOURCE SUMMARY:

Date Posted: 02/13/2014  Posting Closed: 02/25/2014

DISCUSSION:

Wesco Turf, Inc. is the sole source provider for Toro Commercial Turf Equipment Services and Maintenance (Groundmaster 3505D, 4500D; Reelmaster 3100D, 5500D, and 650D) for our geographic area.

CONTRACT TERM:

The contract term shall commence June 27, 2014 and continue until May 13, 2015.

RECOMMENDATION:

It is the recommendation of Dane Theodore, Assistant Superintendent of Facilities Services, Dennis Bonny, Director of Plant Operations and Maintenance, and staff to approve this sole source award and the attached agreement with Wesco Turf, Inc.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012(12)(d)

ACTION BY BOARD:

___ Approved Recommendation(s) Above & Awarded  Meeting Date: June 26, 2014

___ Other __________________________________________

Cheryl L. Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services
Notice of Intended Sole Source Purchase

To all Suppliers and/or Contractors:

The following product or service listed below may be a “Sole Source” or a “Single Source” (only One source from which to purchase the product/service).

Description of Intended Single/Sole Source Purchase: This description of commodities or contractual services intended for purchase from a sole source is posted in accordance with Florida Administrative Rule 6A-1.012 will remain posted for a period of seven (7) business days. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SS# SS-14-SS-094-DR

Posting Date: 02/14/2018

Product/Service: Provide Services/Maintenance for Toro Commercial Turf Equipment: (Models: Groundmaster 3505D, 4500D; Reelmaster 3100D, 5500D, and 650D)

Manufacturer: Toro

Vendor: WescoTurf, Inc.

Dollar Amount (if applicable): Approximately $25k - $40k

Term of Agreement: one year

If you believe you have a “like” product or have a “like” service, please contact Dawn Richer, CPPB, FCPA, Sr. Buyer in Purchasing Services at 321-633-1000 ext. 637. “Like” shall mean equal, equivalent, and/or identical.

If Purchasing Services does not receive “like” product/service information during the posting period, the purchase order shall be issued to the listed vendor pending Board Approval.
February 10, 2014

Brevard County Public Schools
Attn: Dawn Richer
2700 Judge Fran Jamieson Way
Viera, FL 32940

Dear Ms. Richer,

This letter is to inform you that Wesco Turf, Inc. at 2101 Cantu Court in Sarasota (941-377-6777) is the sole source for Toro commercial turf equipment and Toro golf course irrigation products for your geographic area.

Wesco Turf, Inc. has three locations:
Headquarters: 2101 Cantu Court, Sarasota, FL 34232
300 Technology Park, Lake Mary, FL 32746
7037 Commonwealth Ave, Jacksonville, FL 32220

If you have any questions regarding this, please contact me at 904-373-6200 or 375 S. Mill View Way, Ponte Vedra Beach, FL 32082.

Sincerely,

Gary Dorsch, CSE
District Sales Manager
The Toro Company
Commercial Products Division

GD:j0

cc: Bill Wallace - Wesco Turf, Inc.
The School Board of Brevard County, Florida
Sales and Services Agreement

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Wesco Turf, Inc, with an address of 2101 Cantu Court, Sarasota FL 34232 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
   Provide Service and Maintenance on the following Toro model lawn equipment: Groundmaster 3505D, 4500D, and Reelmaster 3100D, 5500D, and 650D at pricing in accordance with Exhibit A.

Said services shall be completed to the satisfaction of Dennis Bonny, Director of Plant Operations and Maintenance.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at Any School Board of Brevard County facility that uses the above Toro lawn equipment.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until May 13, 2015 unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.
   Per pricing structure as detailed in Exhibit A
   Additional Expenses are not authorized.
   Expenses shall only be incurred as authorized by School Board and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board. The Contractor has completed and signed the attached Exhibit B, Vendor Conflict of Interest Disclosure Form.

7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing

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equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both parties may be engaged to settle this dispute.

8. Insurance. The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:
Negligence including Bodily Injury: Per Claim $1,000,000
Negligence including Bodily Injury: Per Occurrence $2,000,000
Property Damage: Each Accident $1,000,000

8.2. Product Liability or Completed Operations Insurance:
Negligence including Bodily Injury: Per Claim $500,000
Negligence including Bodily Injury: Per Occurrence $1,000,000

8.3. Automobile Liability:
Negligence including Bodily Injury: Per Claim $500,000
Negligence including Bodily Injury: Per Occurrence $1,000,000
Property Damage: Each Occurrence $500,000

8.4. Workers' Compensation/Employer's Liability:
W.C. Limit Required Statutory Limits
E.L. Each Accident $1,000,000
E.L. Disease - Each Employee $500,000
E.L. Disease - Policy Limit $1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

9. Laws and Regulations. This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of the section or with sections 1012.32 and 1012.465, Florida Statutes.

11. Assignability. This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

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Page 2 of 4
12. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

18. **Access to and Retention of Documentation.** The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall **Updated 8-15-12**

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fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records, Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:

By: _____________________________
Karen Henderson, Chairman
Date Approved: ____________________

ATTEST (WITNESS):
By: _____________________________
Brian T. Binggeli, Ed.D., Superintendent

WESCO TURF INC.:

By: _____________________________
Print Name: Farrell Conlon
Title: VP - Operations
Date: 5-13-14

ATTEST (WITNESS):
By: _____________________________
Print Name: Stephen Rice
Title: TM - Service Contracts

<table>
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<tr>
<th>YEAR</th>
<th>FND</th>
<th>CNTR</th>
<th>PROJECT</th>
<th>FUNC</th>
<th>OBJT</th>
<th>PRG</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Bill Wallace
Email Address: N/A
Phone Number: 941-377-6777
Fax Number: N/A

Updated 8-15-12
EXHIBIT “A”

SCOPE OF WORK

Toro will perform the work as per specifications mention in Schedule 2-Preventative Maintenance Scope of Work.

Toro will provide the service during normal business hours Monday thru Friday 8:00 am to 4:00 pm.

This contract does not cover losses, damages due to external causes not limited to unauthorized service rendered by other than Toro, power loss/interruption, plumbing, water, foliage, acts of God or any other situation out of the Toro’s control.

This agreement is a maintenance service contract for the purpose of providing preventative maintenance and repairs on Toro Commercial Turf Equipment owned by the School Board of Brevard County. A seasonal start up preventative maintenance inspection including appropriate service will be performed as needed.

New Toro Commercial Turf Equipment and or items may be added to this agreement if they are standard items and/or options for this commodity. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific.

1. PRE-SEASON INSPECTION.
   1.1 Toro will, at School Board of Brevard County’s request, option and expense, perform yearly preventative maintenance on all commercial turf equipment.

2. REPAIR PARTS.
   2.1 Proprietary Parts – Proprietary parts will be supplied at a discount in accordance with Schedule 2 Toro list price.
   2.2 Non-Proprietary Parts – Non-proprietary parts will be supplied at list price plus a markup not to exceed 15%.
   2.3 Warranty Parts – Parts that are supplied to repair equipment under the manufacturer’s warranty as long as the manufacturer’s warranty is in effect will be supplied at no cost. If the cost of repair is more than the cost of new lawn equipment, repair will not be performed under this Agreement.

3. EXCLUSIONS.
   3.1 There are not covered under the Scope of Work.

4. QUALITY
   4.1 Toro shall use factory trained, certified and experienced workmen having all necessary skills needed to satisfactorily complete the work. Toro shall finish the work on schedule.
   4.2 Toro shall guarantee all material to be as specified.
4.3 Toro shall perform the work in a workmanlike manner according to industry standard practices. Any deviation from agreed specifications, involving extra costs, will be executed only after written confirmation of School Board of Brevard County is obtained in advance.

4.4 Toro warrants the quality of all materials and workmanship for a period of one year. Any defects in the materials or workmanship will be repaired or replaced at no cost to School Board of Brevard County.

5. PAYMENT
5.1 Work Estimated to be under $3,000: School Board of Brevard County shall pay Toro at an hourly rate of ($99.00) and material at cost in accordance with section 2.1 Repair parts in accordance with School Board of Brevard County Purchasing rules.

5.2 Work Estimated to be $3,000 and over: School Board of Brevard County shall pay Toro a Lump sum amount for all pre-approved work in accordance with School Board of Brevard County Purchasing rules.

5.3 Any pre-approved additional cost will be paid as per agreement between the Parties.
### SCHEDULE 1
**COVERED EQUIPMENT**

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<thead>
<tr>
<th>Manufacturer</th>
<th>Mower Model Number</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toro</td>
<td>Groundmaster 3505D</td>
<td>Astronaut</td>
</tr>
<tr>
<td>Toro</td>
<td>Reelmaster 3100D</td>
<td>Cocoa Beach</td>
</tr>
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<td>Toro</td>
<td>Groundmaster 3505D</td>
<td>Heritage</td>
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<td>Maintenance</td>
</tr>
<tr>
<td>Toro</td>
<td>Reelmaster 6500D</td>
<td>Maintenance</td>
</tr>
</tbody>
</table>
Preventative Maintenance: The following preventative maintenance will be performed by the following Toro authorized sole source dealer when required and authorized by PO&M. All preventative maintenance will be performed on site where the commercial turf equipment is located.

Wesco Turf, Inc.
300 Technology Park, Lake Mary, FL 32746

Every 50 Hours
- Grease bearings and bushings
- Check battery condition
- Inspect air filter, dust cup, and burp valve (if applicable)
- Lubricate all grease fittings
- Check battery cable conditions
- Check the fan and alternator belt tension
- Check battery fluid level

Every 100 Hours:
- Inspect and tighten the cooling system hoses and connections
- Check the condition of the battery
- Check the condition and tension of the alternator belt (if applicable)

Every 150 Hours:
- Change engine oil and filter
- Inspect the traction belt (if applicable)

Every 200 Hours:
- Check the torque of the wheel nuts or bolts
- Clean the spark arrester muffler (if applicable)
- Replace the air filter (if applicable)
- Replace the hydraulic filter (if applicable)

Every 400 Hours:
- Service the air cleaner (service earlier if indicator shows red or in extremely dirty or dusty conditions)
- Check fuel lines and connections
- Replace fuel filter canister
- Replace the fuel pre filter
- Check rear axle lubricant level
- Check the planetary gear drive oil level
- Replace the hydraulic fluid (if applicable)
- Replace the fuel/water separator filter (if applicable)
• Inspect the traction cable movement (if applicable)
• Check the engine RPM at idle and full throttle

**Every 800 Hours or Annually:**

• Change the planetary gear drive oil
• Change the rear axle lubricant
• Check the rear wheel toe in (if applicable)
• Change the hydraulic fluid
• Change the hydraulic filters
• Drain and clean the fuel tank
• Check fuel lines and connections
• Replace the fuel pre filter
• Adjust the valves
• Inspect, disassemble, and install new seals in cutting unit roller assemblies (if applicable)

**Every 1000 Hours or 2 Years:**

• Replace all moving hoses
• Flush the cooling system and replace the fluid (if applicable)
• Drain and flush the fuel tank
• Drain and flush the hydraulic tank
• Replace the safety switches

**Repair Work:** Commercial turf equipment repair will be performed from time to time and billed as time and material in accordance with this agreement terms and conditions.

**Preventative Maintenance (PM):** PM may be performed by Wesco Turf and billed in accordance with the Table 1: Commercial Turf Equipment Preventative Maintenance Schedule and Pricing. All applicable parts and materials needed to complete the scheduled PM are included in the price listed in Table 1.

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>50 Hours</th>
<th>100 Hours</th>
<th>150 Hours</th>
<th>200 Hours</th>
<th>400 Hours</th>
<th>800 Hours</th>
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<td>$3,405.54</td>
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_Toro – School Board of Brevard County Sole Source Agreement_
EXHIBIT B
VENDOR CONFLICT OF INTEREST
DISCLOSURE FORM

DISCLOSURE REQUIREMENT:
All businesses ("VENDORS" or "VENDOR" or "VENDOR'S") that wish to conduct business with Brevard Public Schools ("BPS") must complete and return this form. Please note that all VENDORS are subject to the BPS Code of Ethics, which prohibits BPS employees, BPS consultants, and School Board members from having certain personal, business, or family relationships with persons or entities conducting (or proposing to conduct) business with BPS and which additionally prohibits the acceptance of gifts from VENDORS. The entire Code of Ethics may be viewed at http://ethics.brevard.k12.fl.us. The Code and its definitions are incorporated by reference into this Disclosure Form. If a VENDOR has a disclosable relationship, the VENDOR should assume that the relationship may pose a conflict of interest until notified to the contrary in writing by a BPS staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of BPS employees, BPS consultants or School Board members. Accordingly, disclosure also should be made for any such person connected with Vendor (e.g., officer, director, partner, shareholder, employee, sub-contractor, consultant, agent) that is likely to: (i) materially contribute to VENDOR’S preparation, drafting, or presentation of a proposal or bid for services, (ii) materially contribute to VENDOR’S negotiation of a contract with BPS, or (iii) perform material services under a contract with BPS. Below, these persons are referred to as “Disclosable Persons.”

CERTIFICATION:
I hereby certify that, except as disclosed below, to VENDOR’S knowledge, there is no conflict of interest involving the VENDOR named below that would violate the BPS Code of Ethics, including that: (a) after inquiry, neither VENDOR nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any BPS employee, consultant, or Board member or his or her family member; (b) no BPS employee, consultant, or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in VENDOR or is engaged in a material personal business transaction with VENDOR; and (c) no BPS employee, consultant or Board member or his or her family member is employed by VENDOR. I further certify that, during any period prohibited by an applicable solicitation, neither the VENDOR nor anyone acting on its behalf has requested that any employee, consultant, or Board member of BPS exert any influence to secure the appointment of VENDOR under a contract or proposed contract.

VENDOR INFORMATION:

VENDOR Name: Wesco Turf, Inc.
VENDOR Phone Number: 941-377-6777
VENDOR Address: 2101 Cantu Court
Sarasota, FL 34232
Federal Identification Number: 59-2763187
State of Incorporation or Domicile: Florida

Continued...
DISCLOSURE STATEMENT:

I BELIEVE THAT THE VENDOR REFERENCED ON PAGE 1 DOES have a potential conflict (or conflicts) of interest with a current or potential BPS employee(s), BPS consultant(s), or BPS School Board Member(s).

☐ Yes, the above statement is true.
☒ No, the above statement is not true.

If you checked "YES" above, please provide the following information:

LIST the name(s) of BPS employee(s), BPS School Board member(s), BPS consultant(s), or BPS employees', BPS School Board members', or BPS consultants' family member(s) with whom there may be a conflict of interest:

1.  

PROVIDE A BRIEF DESCRIPTION of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named herein, and that all of the information I am providing is true and complete and to the best of my knowledge:

Stephen Rice  
Print the name of the VENDOR’S Authorized Representative

Territory Manager - Service Contracts  
Print the Position/Title of the VENDOR’S Authorized Representative

VENDOR’S Authorized Representative’s Signature  5-13-14  
Date