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RESOLUTION NO. 2010-23

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH THOR GUARD, INC. TO ENHANCE THE SAFETY AND WELFARE OF OUR PARK PATRONS BY INSTALLING LIGHTNING PREDICTION AND WARNING DEVICES AT TWO VILLAGE PARKS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$36,310; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, no where is lightning more prone to strike than Florida, which ranks as the most dangerous state in terms of injuries and fatalities as a result of lightning strikes; and

WHEREAS, the Mayor and Council have identified the addition of lightning detector/prediction systems within selected Village parks as a priority during the FYE 09-10 capital budget process; and

WHEREAS, pursuant to Council direction and in accordance with our procurement process, the Parks & Recreation Department has obtained contract # GSO7F0576T from the City of Coral Springs, for purposes of “piggy backing” on the pricing for a THOR GUARD Lightning Prediction System Model L75; and

WHEREAS, THOR GUARD, INC., a local company and sole manufacturer and provider of this lightning system, proposes to provide all necessary equipment, installation, on site training, inspection and testing of the THOR GUARD MODEL L75 to be installed at Palmetto Bay Park and Coral Reef Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is hereby authorized to enter into agreement with THOR GUARD, INC. for the purchase, installation, training, inspection and testing of the L75 lightning prediction system as proposed in proposal dated February 12, 2010 which is attached hereto as Exhibit 1.

Section 2. The Village Manager is hereby authorized to piggyback with the City of Coral Spring’s contract # GSO7F0576T, which is attached hereto as Exhibit 2.

Section 3. The Village Manager is hereby authorized to issue a purchase order to THOR GUARD, INC. in an amount not to exceed \$36,310.

Section 4. This resolution shall take effect immediately upon adoption

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3 PASSED and ADOPTED this 1st day of March 2010

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8 Attest: Meighan Rader
9 Meighan Rader
10 Village Clerk

Eugene P. Flinn, Jr.
Eugene P. Flinn, Jr.
Mayor

11
12 APPROVED AS TO FORM:

13
14 Eye Boutsis
15 Eye Boutsis
16 Village Attorney

17
18 FINAL VOTE AT ADOPTION:

- 19
20 Council Member Ed Feller YES
21
22 Council Member Howard Tendrich YES
23
24 Council Member Shelley Stanczyk YES
25
26 Vice-Mayor Brian W. Pariser YES
27
28 Mayor Eugene P. Flinn, Jr. YES



Quotation

Date:	February 12, 2010		
System Quote for:	Village of Palmetto Bay - Coral Reef Park		
From:	Kirk Hearin (W) 305.259.1234, © 305.469.3344, (F) 305.259.1290 Pat Bennett © 954.816.0894 - (F) 954.835.0808		
		Selling Price	Optional Equipment
Thor Guard Model L75R	1 @ \$6,500.00	\$6,500.00	
Voice of THOR Base Driver w/transmitter (VOTBDFM5B)	1 @ \$3,200.00	\$3,200.00	
Voice of THOR Remote (VOTRC)	1 @ \$3,000.00	\$3,000.00	
Strobe Light - Amber	2 @ \$175.00	\$350.00	
Solar Panel for Solar Remote	1 @ \$350.00	\$350.00	
OPTIONAL EQUIPMENT AND INSTALLATION			
Installation and Add'l Fees	\$2,875.00	\$2,875.00	
Hardware: EMT Pipes, tri-pods, Wall Mounts, Etc.	\$300.00	\$300.00	
UPS Line Conditioner, Surge Protector, and 2 HR Battery Backup	1 @ \$180.00	\$180.00	
Permit Fees- Pulling and Closing		\$500.00	
Lightning Information Packet 4 Large Posters		Complimentary w/remote purchase	
Freight Pat will deliver		0	
PMA - Preventive Maint. Agreement			\$650.00
TOTALS:		\$17,255.00	\$650.00

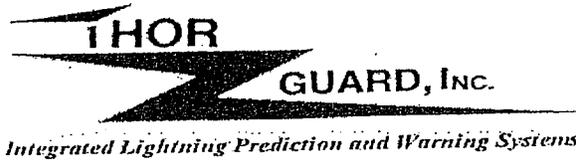
Notes: L75R and Base will go into new building just built called the concession building. We will not penetrate the new roof. We will use 12" steel wall mounts. The solar remote will go on the Eastside restroom.

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES
QUOTATION VALID FOR 90 DAYS FROM ISSUE DATE.

Approved by (customer signature): _____

Date: _____

1193 Sawgrass Corporate Parkway, Sunrise, FL 33323 Tel: (954) 835-0900 Fax: (954) 835-0808
www.thorguard.com



SERVICE/PREVENTIVE MAINTENANCE AGREEMENT

Thor Guard is a vital safety device and an integral component of your daily operations. Keeping your THOR GUARD lightning prediction and warning system operating properly is critical. This equipment needs to be maintained on a regular basis. The primary purpose of this maintenance program is to do a complete and thorough system analysis four to six times annually, frequency defined by the environmental conditions in your geographic area. The following service procedures will be performed as part of this service agreement.

- Thorough cleaning of hyperstatic sensor (located on roof)
- Diagnostic test of base system to ensure proper working order
- Diagnostic test of remote horn locations
- Battery load test at base and all remote locations
- Compression check and horn test at all locations
- Transmitter and receiver check
- Up-grade system to new & improved circuit board chip if necessary to improve performance
- Provide additional training, if needed

ONE YEAR MAINTENANCE FEE:	_____	\$ 600.00	THORGUARDIAN
	_____	\$ 600.00	18 Hole Facility
	_____	\$ 600.00	For each individual Park/School
	<u>X</u> _____	\$ 650.00	18 Facility 1-2 Remotes
	_____	\$ 700.00	18 Facility 3-4 Remotes
	_____	\$ 750.00	18 Hole Facility 5+ Remotes
	_____	\$1,000.00	Additional visits 10-12
	_____	\$	Upon site review for 8 Remotes or greater or special circumstances

If located in Florida please add the applicable Florida sales tax

Please note that the primary purpose of this agreement is to ensure that all aspects of your lightning prediction and warning system are operating properly on the day of each service call. The customer, however, is responsible for daily, routine maintenance of their Thor Guard system in order to guarantee that it is operating properly on an every-day basis. Neither Thor Guard nor the Service Agent is responsible for any disruption of service due to normal wear and tear after this maintenance service agreement is completed.

Please send a signed copy of this agreement, along with payment to: THOR GUARD, Inc. P.O. Box 451987, Sunrise, FL 33323.

In addition to the scheduled visits to your facility for preventive maintenance, I will be available for on-call service in the unlikely event of any system failures.

Note: This agreement excludes all parts and repair labor.
The above service contract is understood and agreed upon:

By: Annual Renewal Customer Name:

Date: _____

Village of Palmetto Bay
CORAL REEF PARK
Pat Bennett 2/12/10
Pat Bennett, National Sales Manger



Quotation

Date:	January 26, 2010		
System Quote for:	Village of Palmetto Bay - Palmetto Bay Park		
From:	Kirk Hearin (W) 305.259.1234, © 305.469.3344, (F) 305.259.1290 Pat Bennett © 954.816.0894 - (F) 954.835.0808		
		Selling Price	Optional Equipment
Thor Guard Model L75R	1 @ \$6,500.00	\$6,500.00	
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Strobe Light - Amber	2 @ \$175.00	\$350.00	
Solar Panel for Solar Remote	1 @ \$350.00	\$350.00	
OPTIONAL EQUIPMENT AND INSTALLATION			
Installation and Add'l Fees	\$2,875.00	\$2,875.00	
Permit Fees - Pulling and Closing		\$500.00	
Hardware: EMT Pipes, tri-pods, Wall Mounts, Etc.	\$300.00	\$300.00	
UPS Line Conditioner, Surge Protector, and 2 HR Battery Backup	1 @ \$180.00	\$180.00	
Lightning Information Packet 4 Large Posters		Complimentary w/remote purchase	
Freight Pat will deliver		0	
PMA - Preventive Maint. Agreement			\$650.00
TOTALS:		\$17,755.00	\$650.00

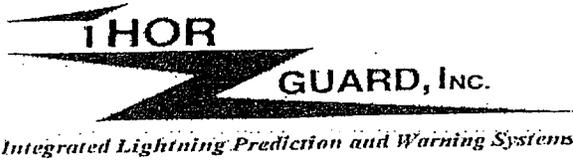
Notes: L75R and Base will be installed on the Park Office building. Solar remote will be installed on the Blue Shelter with base box on tripod leg. This will keep everything away from the kids.

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES, PLEASE PROVIDE TAX EXEMPTION CERTIFICATE IF APPLICABLE.
QUOTATION VALID FOR 90 DAYS FROM ISSUE DATE.

Approved by (customer signature): _____

Date: _____

1193 Sawgrass Corporate Parkway, Sunrise, FL 33323 Tel: (954) 835-0900 Fax: (954) 835-0808
www.thorguard.com



SERVICE/PREVENTIVE MAINTENANCE AGREEMENT

Thor Guard is a vital safety device and an integral component of your daily operations. Keeping your THOR GUARD lightning prediction and warning system operating properly is critical. This equipment needs to be maintained on a regular basis. The primary purpose of this maintenance program is to do a complete and thorough system analysis four to six times annually, frequency defined by the environmental conditions in your geographic area. The following service procedures will be performed as part of this service agreement.

- > Thorough cleaning of hyperstatic sensor (located on roof)
- > Diagnostic test of base system to ensure proper working order
- > Diagnostic test of remote horn locations
- > Battery load test at base and all remote locations
- > Compression check and horn test at all locations
- > Transmitter and receiver check
- > Up-grade system to new & improved circuit board chip if necessary to improve performance
- > Provide additional training, if needed

ONE YEAR MAINTENANCE FEE:	_____	\$ 600.00	THORGUARDIAN
	_____	\$ 600.00	18 Hole Facility
	_____	\$ 600.00	For each individual Park/School
	<u>X</u> _____	\$ 650.00	18 Facility 1-2 Remotes
	_____	\$ 700.00	18 Facility 3-4 Remotes
	_____	\$ 750.00	18 Hole Facility 5+ Remotes
	_____	\$1,000.00	Additional visits 10-12
	_____	\$	Upon site review for 8 Remotes or greater or special circumstances

If located in Florida please add the applicable Florida sales tax

Please note that the primary purpose of this agreement is to ensure that all aspects of your lightning prediction and warning system are operating properly on the day of each service call. The customer, however, is responsible for daily, routine maintenance of their Thor Guard system in order to guarantee that it is operating properly on an every-day basis. Neither Thor Guard nor the Service Agent is responsible for any disruption of service due to normal wear and tear after this maintenance service agreement is completed.

Please send a signed copy of this agreement, along with payment to: THOR GUARD, Inc. P.O. Box 451987, Sunrise, FL 33323.

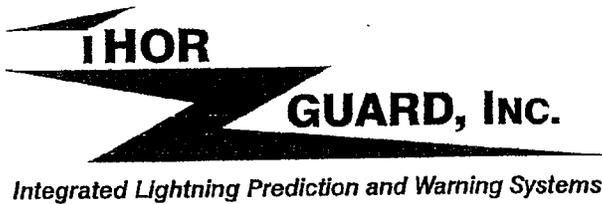
In addition to the scheduled visits to your facility for preventive maintenance, I will be available for on-call service in the unlikely event of any system failures.

Note: This agreement excludes all parts and repair labor.
The above service contract is understood and agreed upon:

By: Annual Renewal Customer Name:

Date: _____

Village of Palmetto Bay
Palmetto Bay Park
Pat Bennett 2/12/10
Pat Bennett, National Sales Manger



July 28, 2009

Village of Palmetto Bay Parks
Attn: Kirk Hearin
khearin@palmettobay-fl.gov

Dear Mr. Hearin:

Please be advised that we are both the sole manufacturer and the sole provider of the THOR GUARD Lightning Prediction and Warning Systems. As a matter of fact, THOR GUARD is the only company that manufactures a lightning prediction system in the entire world. Our products are manufactured in Sunrise, Florida.

THOR GUARD products are designed and operate through the use of our proprietary technology. Our Patent and Trademark numbers are 4,095,221 and 2,390,039, respectively. THOR GUARD has not given any other company the right to manufacture our products

We look forward to the opportunity to furnish and install our systems at your facility.

Very truly yours,

RA Miller
Vice President

RAM/jz

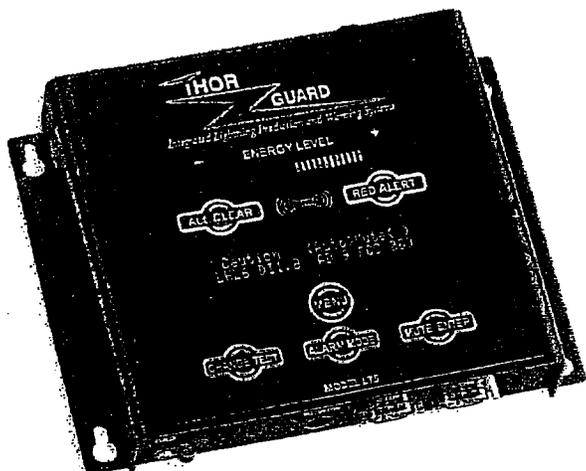
Exhibit 1

THOR GUARD, INC.			
Local Park Departments		July 29, 2009	
<u>Park Department</u>	<u># Of Parks</u>	<u>Contact</u>	<u>Phone Number</u>
City of Aventura	3	Tonya Nimark	305-466-8932
City of Boca Raton Parks	9	Greg Stevens	561-393-7859
Broward County Parks	20	Toni Peyton	954-357-8100
City of Coconut Creek Parks	8	Larry Spollen	954-973-6780
City of Cooper City Parks	3	Ken Richardson	954-434-4300
City of Coral Gables Parks	2	Jason Gilley	305-460-5607
City of Coral Springs	7	Louis Goldstein	954-345-2112
City of Dania Beach Parks	4	Mark Felicetty	954-924-3600
Town of Davie Parks	1	Dennis Andresky	954-797-1145
City of Deerfield Beach Parks	1	Paul Collette	954-480-4380
City of Delray Beach Parks	2	Tom Kwiatek	561-243-7163
City of Doral Parks	2	Jesus Palacios	305-593-6602
City of Hallandale Beach	2	Rebecca Munden-Correa	954-457-1452
City of Hialeah Parks	4	Reggie Betancourt	305-687-2650
City of Hollywood Parks	7	Jack Mathison	954-921-3404
City of Homestead Parks	3	Omar Luna	305-224-4575
Indian River County Parks	2	Dave Smith	772-581-7665
Town of Jupiter	1	Roy Booth	561-741-2528
City of Lauderdale Hill Parks	8	Scott Newton	954-730-3084
City of Lauderdale Lakes	4	Jeff Barr	954-535-2796
City of Margate Parks	8	Mike Jones	954-972-6458
Miami-Dade County Parks	25	Joe Dopico	305-596-4460
Town of Miami Lakes Parks	2	Tony Lopez	305-364-6100
Village of Miami Shores Parks	2	John Estep	305-795-2233
City of Miami Parks	1	Ariel Guitian	786-269-2823
City of Miami Springs	4	Ron Gorland	305-805-5010
City of Miramar Parks	8	Holly Hicks	954-883-6950
Village of North Palm Beach Parks	2	Adam Magun	561-841-3384
City of Parkland Parks	6	Jim Cowen	954-757-1909
City of Pembroke Pines Parks	17	Chuck Vones	954-443-4829
City of Plantation Parks	10	Phil Goodrich	954-452-2511
City of Pompano Beach Parks	6	Nick Lazazzara	954-786-4119
City of Port Saint Lucie Parks	7	Gerry Melville	772-871-5099
Village of Royal Palm Beach Parks	4	Lou Recchio	561-790-5194
Saint Lucie County Parks	5	Anthony Allen	772-462-1700
Okeechobee County Parks	1	Darrell Enfinger	863-763-6950
City of South Miami	2	Rudy De La Torre	305-796-1543
City of Sunrise Parks	8	Steve Kane	954-747-4600
City of Tamarac Parks	6	Greg Warner	954-718-1782
City of Wilton Manor Parks	1	Bill Wetzel	954-390-2100
Village of Islamorada Founder's Park	1	Maria Bagiotti	305-853-1685
Village of Wellington Parks	5	Bruce Wagner	561-791-4757
City of Weston Parks	3	Jeff Skidmore	954-389-4321



THOR GUARD Model L75

LIGHTNING PREDICTION SYSTEM



THOR GUARD leads the world in the manufacture of lightning prediction and lightning warning systems. Since 1972, THOR GUARD has utilized our proprietary atmospheric electrostatic analysis to produce a variety of lightning prediction systems to meet the technical and budgetary demands of various customer groups.

THOR GUARD's Model L75 is our first upgradeable base prediction and warning system control center. Customers can now have an entry-level system, automatic or manual, capable of providing audible and visual warning for a single site. The L75 is fully upgradeable, so that at any time in the future, you can provide warning for remote locations up to 1 $\frac{1}{4}$ miles away.

FEATURES

- Easy to Read Large Blue Vacuum Fluorescent Display.
- 40 segment "Energy Level" LED Display to show instantaneous energy migrations.
- "Field Collapse Count" indicator shows lightning discharges during storm activity.
- Unique "Activity Detector" displaying projected time until resumption of safe operations.
- Instant Lightning Hazard Level (LHL) and Dynamic Index (DI) continuously displayed.
- All Clear, Caution, Warning, Red Alert, each distinct warning level clearly displayed.
- Multiple range options available for different geographic areas and user applications.
- User adjustable Red Alert level for increased storm notification time.
- Programmable sensor self-test every 24 hours at user selected time.
- Separate Test key provided to manually verify sensor operation.
- Connects to THOR GUARD's THOR PC visual display and storm storage software.
- Two (DB9) RS232 ports and 1 USB port to allow interface with a computer to run THOR PC.
- Two hazard levels of local audio alarm with user adjustable volume control.
- Option provided for user to mute local audio during storms.
- Auto / Manual mode manages alarms for monitored or unmonitored operations.
- Option to manually sound All Clear or Red Alert alarm horns by user.
- Self-powered Internal Storm Buffer maintains recent storm times and hazard levels.
- User-selectable hours of alarm operation or 24-hour ongoing operation.
- System diagnostics to facilitate and maintain correct operations.
- Compact design and robust construction, sealed tactile feedback membrane panel.
- Access to All Clear & Red Alert signal using dry closure contacts relay.
- Wall or table mounting.
- Interfaces with THOR GUARD WEATHER (OPTIONAL).

Specifications

Models: L75, L75B, L75I, L75R

Model Specifications: L75..... Local Hazard Output, +12 Volt DC
L75BLocal THOR GUARD VOT Base Horn
L75I..... 2 Separate Dry Closure Relays
L75R..... Local THOR GUARD VOT Base Horn & Remote Horns

Power Requirements: Voltage: 120 Volts AC, 60 Hz, Single Phase
Power: .25A, 30 Watts

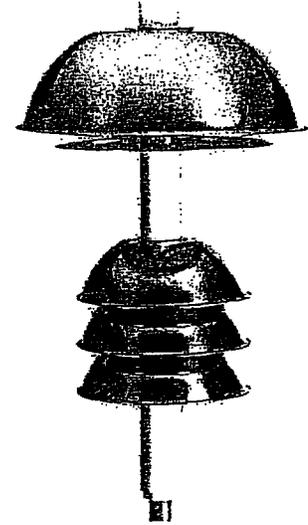
Power Supply: 3- Plug, Wall Mounted, Grounded
120 VAC, 60 Hz
Dimensions: 2.68" W x 2.19" D x 3.45" H
Safety Requirements: UL, CSA
Power Cord: 6 ft. Weight: 1.5 Lbs.

Console: Dimensions: 7.25" L x 8.75" W x 1.75" H
Weight: 2 Lbs.

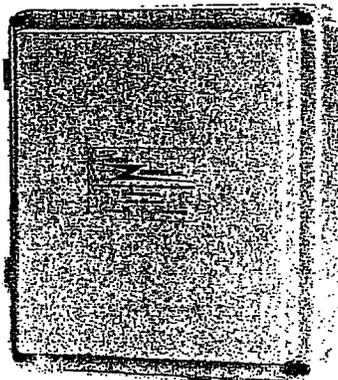
Hyperstatic Sensor: Dimensions: 16" W x 30" H
Weight: 7.5 Lbs. (Cable not Included)

Sensor Cable: West Penn 5992, Polyethylene Jacket (Optional Plenum Cable Available)
3/8" Dia. Double Shielded Triaxial with Teflon Core.
Standard Length Available 75 ft., 125 ft., 150 ft. (200 ft. Max. Length)

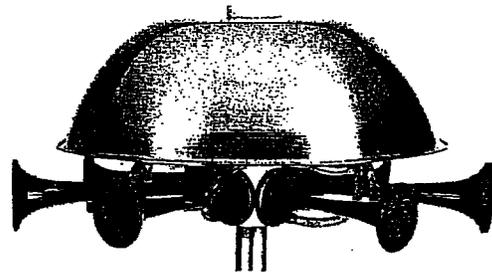
Vot Comm-Link Cable: West Penn ACQ 3186 UL Listed Nec Type CL3
(Optional Plenum Cable Available)
5/16" Dia. Shielded 6 Conductor PVC Jacket.
Standard Length Available 75 ft., 125 ft., 150 ft. (200 ft. Max. Length)



Hyperstatic Sensor



VOT BD or VOT RC



VOT Horn

(Specifications & features subject to change without notice)

<p>Page: 1 of 10 Quotations for furnishing items or services stated below subject to terms and conditions provided, will be received by the Director of Purchasing, attention of the purchasing agent stated at the above address UNTIL THE CLOSE OF BUSINESS AT 5:00 PM ON 5/20/09 QUOTES MAY BE FAXED TO (954) 357-6180</p>	<p>QUOTATION REQUEST Board of County Commissioners, Broward County, Florida PURCHASING DIVISION 115 S. Andrews Avenue Room 212 Fort Lauderdale, Florida 33301-1801</p>	<p>Quotation No.: Q0725215Q1 Date: <u>5/7/2009</u> Purchasing Agent: Shannon Graham Phone number: 954-357-6088</p>
<p>QUOTATION MUST BE SIGNED IN INK By signature I acknowledge and agree to pages 1 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination. Company Name: <u>THOR GUARD, INC.</u> <small>(Please Print)</small> Address: <u>1193 Sawgrass Corp. Pkwy.</u> <u>Sunrise, FL 33323</u> PH: <u>954-835-0900</u> FX <u>954-835-0808</u></p>		<p>Signature: <u></u> Name / Title: <u>RA Miller/Vice President</u> <small>(Please Print)</small> FEIN No.: <u>65-0057716</u> Date: <u>5/13/09</u> Email: <u>ra@thorguard.com</u> <u>sales@thorguard.com</u></p>

DEVIATION - GENERAL CONDITIONS, PARAGRAPH 2, "BID WITHDRAWAL":
THE LIMITATION OF THE BID WITHDRAWAL IS CHANGED FROM NINETY (90) CALENDAR DAYS TO ONE HUNDRED AND TWENTY (120) CALENDAR DAYS.

DEVIATION - On April 28, 2009, the Broward County Board of Commissions adopted revisions to the Broward County Procurement Code amending Sections 21.22, 21.23, 21.31, 21.84, 21.87, 21.118, 21.119, and 21.120 of the Broward County Administrative Code. The revisions to the Procurement Code became effective upon adoption and apply to this solicitation. The Broward County Purchasing Division's website is the official location for the County's posting of all solicitations and contract award results. It is the obligation of each vendor to monitor the website in order to obtain complete and timely information. The website is located at <http://www.broward.org/purchasing>.

1. Please replace paragraph 13 of the Terms and Conditions with the following:

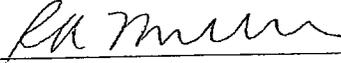
13 . RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS.

In accordance with the Broward County Procurement Code, Sections 21.118 and 21.119 set forth procedural requirements that apply if a vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

(a) Any protest concerning the solicitation specifications or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Purchasing Director. Failure to timely protest the specifications or requirements is a waiver of the ability to protest.

(b) Any actual or prospective vendor or offeror who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

This is not an order, this is an inquiry, which implies no obligation on the part of Broward County

Page: 2 of 10 Quotations for furnishing items or services stated below subject to terms and conditions provided, will be received by the Director of Purchasing, attention of the purchasing agent stated at the above address UNTIL THE CLOSE OF BUSINESS AT 5:00 PM ON 5/20/09 QUOTES MAY BE FAXED TO (954) 357-6180	QUOTATION REQUEST Board of County Commissioners, Broward County, Florida PURCHASING DIVISION 115 S. Andrews Avenue Room 212 Fort Lauderdale, Florida 33301-1801	Quotation No.: Q0725215Q1 Date: 5/7/2009 Purchasing Agent: Shannon Graham Phone number: 954-357-6088	
<p style="text-align: center;">QUOTATION MUST BE SIGNED IN INK</p> By signature I acknowledge and agree to pages 2 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination. Company Name: <u>THOR GUARD, INC.</u> <small>(Please Print)</small> Address: <u>1193 Sawgrass Corp. Pkwy.</u> <u>Sunrise, FL 33323</u> PH: <u>954-835-0900</u> FX: <u>954-835-0808</u>		Signature: <u></u> Name / Title: <u>RA Miller/Vice President</u> <small>(Please Print)</small> FEIN No.: <u>65-0057716</u> Date: <u>5/13/09</u> Email: <u>ra@thorguard.com</u> <u>sales@thorguard.com</u>	

(c) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.

Fixed Contract:

Quotations are hereby requested on a fixed basis to provide Lightning, Prediction and Warning System (Supply and Install) for the Broward County Waste and Recycling Services in accordance with the specifications per Attachment "A".

For All Commodity Contracts (Fixed or Open End):

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this quotation request. YES NO

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. YES NO

Broward County reserves the right to request proof thereof prior to award.

For All Contracts:

Quotation responses shall be on this form and must be signed or they may be declared non-responsive. Quotations must be typed or printed in ink. Signatures should be in "blue" ink.

If a specific basis for award is not established in this quotation request, the award shall be to the responsible Vendor with the lowest responsive bid meeting the written specifications.

PUBLIC BID DISCLOSURE ACT:

Pursuant to the Public Bid Disclosure Act, all permits and fees including but not limited to all licenses, occupational license, certificate of occupancy (CO), permits, impact fees or inspection fees payable BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, and disclosed in this request for bids and the amount or percentage method of all such licenses, permits and fees required by Broward County are listed below. EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR

This is not an order, this is an inquiry, which implies no obligation on the part of Broward County



CENTRAL PURCHASE ORDER
Version 2
BOARD OF COUNTY COMMISSIONERS
Broward County, Florida
www.broward.org

PO 128 WRSC080509000000010

The above number must be shown on all Invoices and References

Mail proper Invoice and copy of purchase order to:

Billing Location:
ACCOUNTING DIVISION

Ship To:
SEE TEXT BELOW
INFORMATION

Date: 08/06/09 PO Box 14740
Fort Lauderdale, FL 33302-4740

FL.

VC0000031456
THOR GUARD INC
1193 SAWGRASS CORP PKWY

Delivery Due Date:
FOB Dest, Freight Prepaid

SUNRISE, FL 33323

Contact:
Troy Robert

954-960-3023
troben@broward.org

COPY

Vendor Ra Miller (X111)
Contact: 954-835-0900

This purchase order is issued per the terms and conditions contained in Standarded Sole Source Quote # Q0725215Q1 opened 7/15/09.

Line	Quantity	Unit	Commodity Code/Description	Unit Price	Extended Price
1	1.00	EA	22087 Weather Instruments: Anemometers/Barographs/Barometers/etc Quote # Q0725215Q1 Project: Lightning Predication and Warning System Scope of Work: Provide all necessary supervision and material for Broward County to install Lightning, Prediction and Warning System for the Broward County Central Trash Transfer Station per specifications of quotation request to include: Thorguard Model L75B Voice of Thor Base driver with transmitter (VOTBD) Hardware: Pipes, Tri-pods, wall mounts and all necessary hardware UPS Line conditioner On-site training and Installation (Inspection, Testing and Approval) (Training shall be no less than 4 hours)	7675.000000	7,675.00

Florida Sales Tax Exemption Number - 85-8013924140C-7
Federal Tax Exemption Number - 59-6000531

IMPORTANT: NO C.O.D.'S OR COLLECT SHIPMENTS WILL BE ACCEPTED.

APPROVED

AUTHORIZED SIGNATURE

DATE

Page 1



CENTRAL PURCHASE ORDER
Version 2
BOARD OF COUNTY COMMISSIONERS
Broward County, Florida
www.broward.org

PO 128 WRSC080509000000010

The above number must be shown on all Invoices and References

Line	Quantity	Unit	Commodity Code/Description	Unit Price	Extended Price
			Location: Broward County Central Trash Transfer Station, 5490 Reese Road, Davie, FL 33314 Total Price: \$8,275.00 Delivery shall be within 30 calendar days of receipt of Purchase Order. Warranty: Five(5) years free software upgrades. Two (2) years limited on computer hardware, two (2) years on Other Electronic and Electrical Equipment. All manufacturer warranties to be furnished to the County. Project Manager, Troy Roberts, 954-960-3023 Purchasing Agent, Shannon Graham 954-357-6088 Shipping Info: Central Trash Transfer Station 5490 Reese Road Davie, FL RQS 128 WRSC0323090000000019		
2	1.00	EA	22087 Weather Instruments: Anemometers/Barographs/Barometers/etc Lightning Prediction and Warning System One Year Service/Preventive Maintenance Agreement.. RQS 128 WRSC0323090000000019	600.000000	600.00
Procurement Folder # 725215 Contract #				Total Cost	8,275.00 ✓

For inquiry regarding payment please call the Broward County Accounting Division 954-357-7193. To help expedite payment please include a copy of this purchase order with your invoice.

PROPER INVOICE

The Florida Prompt Payment Act provides that the County may set forth the requirements for an invoice to be a proper invoice. The requirements of a proper invoice shall be as set forth in the agreement or contract governing the purchase; however, in addition, no invoice submitted by a vendor shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the County in accordance with the purchase order, and sets forth the following and additional information: a) The invoice shall set forth the County purchase order number, and the invoice shall correlate to the County purchase order number under which the purchase was made; and b) The invoice shall set forth the name of the business organization that is rec'd in the County purchase order; and c) The invoice shall set forth the date of its preparation; and d) The invoice shall set forth an identifying number to facilitate identification of the invoice; and e) The invoice shall set forth the vendor's federal identification number; and f) The invoice shall set forth a description of the goods or services or property provided to the County; and g) The invoice shall set forth the County's part or item number for each item or part delivered; and h) The invoice shall set forth the delivery terms set forth within the County purchase order; and i) The invoice shall set forth the location and date of delivery of the goods or services or property to the County; and j) The invoice shall set forth the quantity of the goods or services or property provided to the County; and k) The invoice shall set forth the unit price of the goods or services or property provided to the County; and l) The invoice shall set forth the extended total price of the goods or services or property provided to the County; and m) The invoice shall set forth applicable discounts.

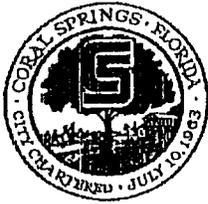
Florida Sales Tax Exemption Number - 85-8013924140C-7
Federal Tax Exemption Number - 59-6000531

IMPORTANT: NO C.O.D.'S OR COLLECT SHIPMENTS WILL BE ACCEPTED.

APPROVED

AUTHORIZED SIGNATURE

DATE



CITY OF CORAL SPRINGS
TAX ID# 16-00-196905-51C

PURCHASE ORDER
No. 059453

THIS NUMBER MUST APPEAR ON ALL
CORRESPONDENCE SHIPMENTS AND
INVOICES.

S
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R

THOR GUARD INC
1193 SAWGRASS CORP PKWY
SUNRISE FL 33323

VEN: 12888

ACCT #10648055226401

BILL TO:

CITY OF CORAL SPRINGS
ACCOUNTS PAYABLE DIVISION
9551 W SAMPLE RD
CORAL SPRINGS FL 33065

SHIP TO:

CITY OF CORAL SPRINGS
2801 CORAL SPRINGS DRIVE
CORAL SPRINGS FL 33065

REGISTRATION NUMBER(S)	DELIVERY	TERM	BID NUMBER(S)	FOB	DATE
1	12/17/2008	NET/30		DEL. & INSTALL	12/17/2008

LINE	QUANTITY	QUANTITY RECEIVED	BACK ORDER	UNIT	DESCRIPTION	UNIT COST	TOTAL
1	15792.50			DL	285 066 THOR GUARD MODEL L75R LIGHTNING PREDICTION SYSTEM. REF. WRITTEN QUOTE DATED 10-23-08 FOR LIST OF ITEMS INCLUDED WITH THIS ORDER.	1.0000	15792.50
2	1.00			EA	285 066 PREVENTIVE MAINTENANCE AGREEMENT NOTES: REF. GSA Contract#GS- 07F-0576T. Contact Bob Bertone at 754- 224-1984 with all inquiries.	650.0000	650.00

PO-TOTAL 16442.50
PAGE 1

R A MILLER/ROBERT DUGAN

QUESTIONS ON PURCHASE ORDERS CALL:
QUESTIONS ON INVOICES CALL:

ART RESNIK
ACCOUNTS PAYABLE

954-344-1101
954-344-1096

CITY OF CORAL SPRINGS

RECEIVED BY:

SIGNATURE AND DATE

PAYMENT AUTHORIZED BY:

SIGNATURE AND DATE

RECEIVING REPORT

Standard Form 1449, Contract for Commercial Items (continued)
Page 1A
THOR GUARD, Inc.
Contract No. GS-07F-0576T

THOR GUARD, Inc.
Contract Number GS-07F-0576T

Thor Guard, Inc.'s offer dated 4/6/07 and Final Proposal Revision dated 7/20/07 submitted in response to standing Solicitation No 7FCB-C4-07-0066-B, for Multiple Award Schedule 66 - Scientific Equipment and Services; Test and Measurement Equipment; Unmanned Scientific Vehicles; Laboratory Instruments, Furnishings and LIMS; Geophysical and Environmental Analysis Equipment; and, Mechanical, Chemical, Electrical, and Geophysical Testing Services, is hereby accepted by the Government for the contract period August 30, 2007 through August 29, 2012, for Special Item Number (SIN) 66-612.

A Subcontracting plan was not required for contract award.

Price Lists Accepted as Basis of Award:

- THOR GUARD, INC. MODEL L75 - PRICE LIST dated January 1, 2007
- THOR GUARD, INC. MODEL L75 UPGRADE - PRICE LIST dated January 1, 2007
- THOR GUARD, INC. MODEL L150 - PRICE LIST dated January 1, 2007
- THOR GUARD, INC. MODEL L150A - PRICE LIST dated January 1, 2007
- THOR GUARD, INC. MODEL L125 - PRICE LIST dated January 1, 2007
- THOR GUARD WEATHER PRICE LIST dated January 1, 2007
- THOR GUARD PC PRICE LIST dated January 1, 2007
- THOR GUARD, INC. PRICE LIST Voice of THOR Remote without Horns dated January 1, 2007
- THOR GUARD, INC. THORGUARDIAN PRICE LIST dated January 1, 2007
- THOR GUARD, INC. REPLACEMENT/REPAIR PARTS PRICE LIST dated March 15, 2007
- THOR GUARD, INC. THORGUARDIAN PRICE LIST dated July 13, 2007

The price lists have been annotated to reflect Special Item Number (SIN) applicability.

Most Favored Customer (MFC): Award is based upon discounts granted to Marriott Corporate, Thor Guard, Inc.'s MFC's.

The award is predicated upon the above-listed most favored customer; therefore, it is that customer upon which the Price Reduction Clause, 552-238-75, will be activated. The Economic Price Adjustment Clause 552-216-70 applies to all items awarded herein.

The price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government's basic discount will never be less than 8% and will never be more than 7% less than the 15% basic discount granted to the MFC.

The Industrial Funding Fee and Sales Reporting (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price relationship. Contractor shall add the prevailing IFF to the net GSA price (price after discounts are deducted). The current IFF rate stands at 0.75%.

The contract will be administered by the address shown in Block 9 of Page 1, except for administration of the Industrial Funding Fee and Contractor Report of Sales Program, which is delegated to:

GSA, FAS, Contract Management Div. (4FXC)
Peachtree Summit Bldg.
401 West Peachtree St.
Atlanta, GA 30365-2550

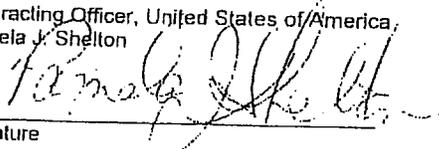
This award consummates the contract, which consists of the following documents:

- (a) The Government's solicitation;
- (b) Thor Guard, Inc.'s offer; and,
- (c) This award/contract.

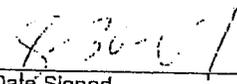
Pages 1B through 1D of this award reflect terms and conditions accepted at the time of award. As required in Clause I-FSS-600, Contract Price Lists, the information listed on pages 1B through 1D must also appear on the Cover Page Notices required by the clause.

Contracting Officer, United States of America,
Pamela J. Shelton

Signature



Date Signed



Standard Form 1449, Contract for Commercial Items (continued)
 Page 1B
 THOR GUARD, Inc.
 Contract No. GS-07F-0576T

**GENERAL SERVICES ADMINISTRATION
 FEDERAL SUPPLY SERVICE
 AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 66 – Scientific Equipment and Services; Test and Measurement Equipment; Unmanned Scientific Vehicles; Laboratory Instruments, Furnishings and LIMS; Geophysical and Environmental Analysis Equipment; and, Mechanical, Chemical, Electrical, and Geophysical Testing Services

CONTRACT NUMBER: GS-07F-0576T

CONTRACT PERIOD: August 30, 2007 – August 29, 2012

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov.

CONTRACTOR: Thor Guard, Inc.
 1193 Sawgrass Corporate Parkway
 Fort Lauderdale, FL 33323-2847
 Phone number: 954-835-0900
 Fax number: 954-835-0808
 E-mail: sales@thorguard.com
 Website: www.thorguard.com

CONTRACTOR'S ADMINISTRATION SOURCE: R.A. Miller

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN):

<u>SIN</u>	<u>DESCRIPTION</u>
66-612	Environmental Data Logging and Communications Equipment

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN (Government net price based on a unit of one):

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
66-612	*	**

- * The lowest priced Model number per SIN shall be inserted by the contractor prior to mailing.
- ** Customer Net price for each identified Model number shall be inserted by the contractor prior to mailing.

2. MAXIMUM ORDER: \$150,000.00 per SIN per order ***

*** If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: none

4. GEOGRAPHIC COVERAGE: 48 contiguous U.S. and DC

Standard Form 1449, Contract for Commercial Items
Page 1C
THOR GUARD, Inc.
Contract No. GS-07F-0576T

5. POINT(S) OF PRODUCTION: Fort Lauderdale, FL (Broward County)

6. DISCOUNT FROM LIST PRICES: 8% all Thor Guard (except optional accessories - 0%)
2% replacement parts

For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF rate is 0.75%.

7. QUANTITY DISCOUNT(S):	5%	6-10 systems
	10%	11-15 systems
	15%	16 or more systems

8. PROMPT PAYMENT TERMS: Net 30 days

9a. GOVERNMENT PURCHASE CARDS are accepted at or below the micro-purchase threshold as required.

9b. GOVERNMENT PURCHASE CARDS accepted are above the micro-purchase threshold.

10. FOREIGN ITEMS: no

11a. TIME OF DELIVERY: 28 days after receipt of order

11b. EXPEDITED DELIVERY: Upon arrangement/customer to pay rush freight charges

11c. OVERNIGHT AND 2-DAY DELIVERY: Agency may contact contractor for availability

11d. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephone replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB POINT: Destination

13. ORDERING ADDRESS: Same as contractor

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: SCW

Return policy/Restocking Fee: 25%

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Accepts Government credit card purchases at, below, and over the micro-purchase threshold.

Exhibit 2

Standard Form 1449, Contract for Commercial Items
Page 1D
THOR GUARD, Inc.
Contract No. GS-07F-0576T

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 Compliance for EIT: N/A
25. DUNS NUMBER: 626089403
26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Yes