

PURCHASE ORDER

Tern Bay Community Community Development District

1800 Eller Drive, Suite 600
Fort Lauderdale. FL 33316
Phone: (954) 921-7781
JimWard@JPWardAssociates.com

P.O. NO. 25-0021
DATE October 13, 2025
REF 1205

VENDOR Business I.T. Solutions of SWFL
3326 SW 26th Ave
Cape Coral, FL 33914
(239) 763-6681
mike@bitsswfl.com

SHIP TO Tern Bay CDD
Richard Freeman
954-644-9630
rfreeman@cgasolutions.com

Services	Payment Term
Replace existing Gate operators and disposing of all old equipment.	Upon Completion

DESCRIPTION	QTY/RATE	TOTAL
Liftmaster CSW24UL Gate operator Liftmaster CSW24UL Gate operator, New swing gate operator by Liftmaster Ideal for high-traffic, heavy-duty application. Provides battery back-up when the power is down. 5 year manufacturer warranty for commercial applications, includes current tariffs	8/\$3,297.00	\$26,376.00
TECHNA 24V BARRIER OPERATOR WHITE CABINET TECHNA 24V BARRIER OPERATOR WHITE CABINET , batteries included, includes current tariffs	8/\$3,382.00	\$27,056.00
Barrier Arm with LED Barrier Arm with Red/ Green LED 14 foot, Liftmaster Techna Arm - 14ft LED** Liftmaster 3 piece barrier arm with Red/Green LED. Swing away arm snaps back in place after strike. The arm can also be replaced in sections rather then having to replace the entire arm includes current tariffs	8/\$760.00	\$6,080.00
Surge Di-Tek 120HW120vac Surge Protector Power Surge protection for 120VAC	16/\$109.00	\$1,744.00
Evac EVac	4/\$159.50	\$638.00
Ground Rod with Connector Ground Rod with connector	16/\$60.00	\$960.00
Gate Service Gate Services for 3 guys 3 days install , Logan. Matt , Vinny	24/\$150.00	\$3,600.00
Piping PVC and flex with adapters	1/\$295.00	\$295.00
Loop Detector LIFTMASTER PLUG IN LOOP DETECTOR 24VDC MODELS	12/\$169.00	\$2,028.00
Wire 16/6 Varies Wire per foot	300/\$4.25	\$1,275.00
Concrete Anchor CARBON STEEL CONCRETE ANCHOR 4" X 3/8"	64/\$6.50	\$416.00
Misc Antenna relocation kits for antenna or evacs	4/\$47.00	\$188.00

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- 1. Offer:** This offer is subject to cancellation by the DISTRICT without notice if not accepted by VENDOR within fourteen (14) days of issuance.
- 2. Acceptance and Confirmation:** This Purchase Order (including all documents attached to or referenced herein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the DISTRICT on the face of this Purchase Order. Each delivery of goods and/or services received by the DISTRICT from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added, and Purchase Order may not be changed except by written instrument executed by the DISTRICT. VENDOR is deemed to be on notice that the DISTRICT objects to any additional or different terms and conditions contained in any acknowledgment, invoice, or other communication from VENDOR, notwithstanding the DISTRICT'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

- 3. Inspection:** All goods and/or services delivered hereunder shall be received subject to the DISTRICT'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the DISTRICT prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are in non-conforming or otherwise rejected by the DISTRICT.

4. Shipping and Invoices:

- a)** All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the DISTRICT at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by the DISTRICT nonetheless remain with VENDOR.
- b)** No charges will be paid by the DISTRICT for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c)** All shipments of goods scheduled on the same day via the Se me route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each carload of equipment. The DISTRICT reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

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d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of DISTRICT Commissioners Purchasing Policy.

5. Time Is of the Essence: Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the DISTRICT alone, shall entitle the DISTRICT to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the DISTRICT for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the DISTRICT'S right to insist upon further compliance with all specifications.

6. Changes: The DISTRICT may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities, and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the DISTRICT and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties: VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the DISTRICT, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the DISTRICT.

8. Statutory Conformity: Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising: No VENDOR providing goods and services to the DISTRICT shall advertise the fact that it has contracted with the DISTRICT for goods and/or services, or appropriate or make use of the DISTRICT'S name or other identifying marks or property without the prior written consent of the DISTRICT'S Purchasing Department.

10. Indemnification: VENDOR shall indemnify and hold harmless the DISTRICT from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to

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employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the DISTRICT or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

a) VENDOR represents and warrants that all goods sold, or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

b) VENDOR shall indemnify and hold harmless the DISTRICT from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the DISTRICT'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the DISTRICT'S option, procure for the DISTRICT the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or t:dditional cost to the DISTRICT).

12. Insurance Requirements: The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws In fulfilling the terms of this Purchase Order: VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and Ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and He DISTRICT shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the DISTRICT as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure: Neither the DISTRICT nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with

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respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the DISTRICT.

15. Assignment: VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the DISTRICT. Any assignment made without such consent shall be deemed void.

16. Taxes: Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations: The DISTRICT'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination: This Purchase Order may be terminated at any time by the DISTRICT upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the DISTRICT for breach by VENDOR of the terms and conditions of this Purchase Order, provided that DISTRICT has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General:

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and condition of this Purchase Order shall be in and for Manatee County, Florida.

b) Failure of the DISTRICT to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the DISTRICT by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery, and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees, and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the DISTRICT and/or provide the greatest protection to the DISTRICT shall govern.

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APPENDIX D: MINIMUM INSURANCE REQUIREMENTS

Type of Insurance	Minimum Amount Required
Commercial General & Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles	Bodily Injury: \$1,000,000 per occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate
Workers Compensation	Employer's Liability: \$1,000,000 per occurrence

ESTIMATE

Business I.T. Solutions of SWFL
3326 SW 26TH AVE
CAPE CORAL, FL 33914

mike@bitsswfl.com
+1 (239) 763-6681



Bill to
Tern Bay
14365 Heritage Landing blvd
Punta Gorda, Florida 33955

Estimate details

Estimate no.: 1205
Estimate date: 10/10/2025
Expiration date: 11/07/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Liftmaster CSW24UL Gate operator	Liftmaster CSW24UL Gate operator, New swing gate operator by Liftmaster Ideal for high-traffic, heavy-duty application. Provides battery back-up when the power is down. 5 year manufacturer warranty for commercial applications, includes current tariffs	8	\$3,297.00	\$26,376.00
2.		TECHNA 24V BARRIER OPERATOR WHITE CABINET	TECHNA 24V BARRIER OPERATOR WHITE CABINET , batteries included, includes current tariffs	8	\$3,382.00	\$27,056.00
3.		Barrier Arm with LED	Barrier Arm with Red/ Green LED 14 foot, Liftmaster Techna Arm - 14ft LED** Liftmaster 3 piece barrier arm with Red/Green LED. Swing away arm snaps back in place after strike. The arm can also be replaced in sections rather than having to replace the entire arm includes current tariffs	8	\$760.00	\$6,080.00
4.		Surge	Di-Tek 120HW120vac Surge Protector Power Surge protection for 120VAC	16	\$109.00	\$1,744.00
5.		Evac	EVac	4	\$159.50	\$638.00
6.		Ground Rod with Connector	Ground Rod with connector	16	\$60.00	\$960.00

7.	Gate Service	Gate Services for 3 guys 3 days install , Logan. Matt , Vinny	24	\$150.00	\$3,600.00
8.	Piping	PVC and flex with adapters	1	\$295.00	\$295.00
9.	Loop Detector	LIFTMASTER PLUG IN LOOP DETECTOR 24VDC MODELS	12	\$169.00	\$2,028.00
10.	Wire 16/6 Varies	Wire per foot	300	\$4.25	\$1,275.00
11.	Concrete Anchor	CARBON STEEL CONCRETE ANCHOR 4" X 3/8"	64	\$6.50	\$416.00
12.	Misc	Antenna relocation kits for antenna or evacs	4	\$47.00	\$188.00
13.		<p>Scope of work to be performed: Replace existing Gate operators and disposing of all old equipment. **Gate Operators include Tariff Surcharges as of 10/10/2025 Install 8 Liftmaster CSW24UL operators and 8 NEW Liftmaster Techna operators.</p> <p>Inspect mounting pads/brackets and prepare for new equipment installation. Equipment Replacement Install eight (8) LiftMaster CSW24 swing gate operators (one-for-one).</p> <p>Install eight (8) New LiftMaster Techna Arm barrier operators, each with 14-ft LED red/green gate arms. All gate operators will be secured with stainless steel anchors. 8ft copper ground rods will be installed for each gate operator. High voltage surge protection will be added to the incoming power wiring. Surge devices will be attached to the new copper rod using #10 gauge grounding wire. Gate operators will include 2 new 12v 7amp batteries each and will be set to open on power loss.</p> <p>New monitored safety photo eyes will be installed across the threshold of each swing gate.</p> <p>New vehicle loop detectors will be installed in each master gate operator. Existing vehicle loops and wiring will be tested with a megoohm meter before being connected to the new detectors. Reuse existing power conductors to the operators (condition permitting).</p>			

Reuse existing low-voltage access control wiring and tie into new equipment. Configure all operators, detectors, EVAC devices and safety devices.
Functionally test each lane/gate for open/close cycles, obstruction response, loop logic, and access control integration.
Verify proper operation of LED arms

Subtotal \$70,656.00

Sales tax \$4,592.64

Total \$75,248.64

Expiry date 11/07/2025

Note to customer

Liftmaster Dealer ID 16793
Special orders are non-refundable and non-returnable. Affordable Gate service warrants the installation and installation materials it provides for one (1) year against defects in workmanship. This warranty does not cover Acts of Nature, vandalism, misuse, or tampering by the customer or others. The warranty period begins at completion of installation. If a warranty service call is requested and the issue is not related to installation workmanship, the customer may be charged for the visit and any materials. This estimate is based on our inspection and evaluation of the repair and/or service. It does not include material price increases, unforeseen labor or materials, or any required permits or fees. Estimates over \$10,000 require a 50% deposit to begin work, with the balance due upon completion.

Accepted date

Accepted by