MEETING OF THE SUNRISE CITY COMMISSION

Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

CITY COMMISSION MEETING AGENDA
Tuesday, May 12, 2026 - 5:00 PM

(1) Call To Order

(2) Roll Call

(3) Moment of Silence and Pledge of Allegiance

(4) Consent Agenda

(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)

(A) Agreement

C26123

A Resolution of the City of Sunrise, Florida, authorizing the Director of Community Development to negotiate Continuing Services Agreements with the Three (3) Top-Ranked Firms: Calvin, Giordano & Associates, Inc., Craven, Thompson & Associates, Inc., and R.J. Behar & Company, Inc. for Expedited Civil Engineering Consultant Services; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(B) Agreement

C26119

A Resolution of the City of Sunrise, Florida to award Bid No. 26-04-10-MM to EJ Tropical Awnings.Inc for Removal and Reinstallation of Canopies and Awnings; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(C) Agreement

C26100

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-19-03-HR between the City of Sunrise and Acordis International Corp." under the terms of the State of Utah Cooperative Contract No. AR3227 and the State of Florida NASPO Valuepoint participating addendum No. 43220000-NASPO-19-ACS for Data Communications Products and Services; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

(D) Agreement

C26126

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-20-03-HR between the City of Sunrise and Onecbi, LLC." under the Terms of New York State Contract No. 23295 and State of Florida Alternate Contract Source No. 56120000-24-NY-ACS for Furniture, all types; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(E) Agreement

C26122

A Resolution of the City of Sunrise, Florida, to award Bid No. 26-14-11-HR for the Sawgrass Utility Complex and Administration Building Irrigation Reuse Project to MBR Construction, Inc.; approving Contract No. C 26-14-11-HR; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(F) Services

C26120

A Resolution of the City of Sunrise, Florida, approving the purchase of Flygt products, original equipment manufacturer parts, Flygt new purchases, service repairs and warranty repairs from Xylem Water Solutions U.S.A., Inc. as the sole source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(G) Agreement

C26124

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement between the City of Sunrise and Brown and Caldwell (Corporation) for Project Agreement Number: PA-24-011-BC Sawgrass WWTP Train A Clarifier Mechanism Replacement"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(5) <u>Quasi Judicial Consent Agenda</u>

(ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY A COMMISSIONER, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING FOR QUASI-JUDICIAL HEARING.)

(6) <u>Special Items</u>

(A) Presentation

Presentation of the Youth Athlete of the Month Award for May 2026 to Charlotte Diez from the Recreation Softball Program and Lorenzo Adaya from the Recreation Baseball Program. Kevin Pickard, Director of Leisure Services.

(B) Presentation

Presentation of the Outstanding Performance Award for April 2026 Trudi Foster, Senior Public Service Specialist. Susan Nabors, Director of Finance and Administrative Services.

(C) Proclamation

Proclamation proclaiming the Month of May 2026 as Civility Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S.

Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(D) Proclamation

Proclamation proclaiming the Month of May 2026 as Haitian Heritage Month and May 18th, 2026 as Haitian Flag Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(E) Proclamation

Proclamation proclaiming the week of May 4th-10th, 2026 as Turquoise Takeover Week. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(F) Proclamation

Proclamation proclaiming the Month of May 2026 as Jewish American Heritage Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(G) Proclamation

Proclamation proclaiming the week of May 16th-22th, 2026 as National Safe Boating Week in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(7) City Items

(8) Open Discussion

(9) Commission/Mayor Reports

(10) City Manager's Report

(11) Consent Discussion

(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)

(12) Public Hearings

(A) Amendment

C26117

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2025/2026 Budget Ordinance No. 720; Amending the General Fund (001), the 1 Penny Surtax Fund (181) and the Stormwater Fund (444); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 4/28/2026 Pass 5-0).

(13) Quasi-Judicial Hearing

(A) Rezoning to PUD

C26061

Upon the applicant's request, this item was not considered at first reading on April 28, 2026 and will not be considered at this meeting. This item will be re-noticed and brought before the City Commission for consideration at a future date.

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a Rezoning from B-3 (General Business District) to Planned Unit Development (PUD) District of approximately 9.65 acres of land generally located south of West Oakland Park Boulevard, between NW 64 Avenue and NW 68 Avenue, within the City of Sunrise, Broward County, Florida; allocating up to 33 flexibility units for the proposed project; amending the zoning district map to reflect the rezoning; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(17) New Business

Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711: Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.**

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4A **Meeting Date:** 5/12/2026

City Reference Number (C#): C26123

Item Description:

A Resolution of the City of Sunrise, Florida, authorizing the Director of Community Development to negotiate Continuing Services Agreements with the Three (3) Top-Ranked Firms: Calvin, Giordano & Associates, Inc., Craven, Thompson & Associates, Inc., and R.J. Behar & Company, Inc. for Expedited Civil Engineering Consultant Services; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26123
Ranking
Sunbiz - Calvin, Giordano & Associates, Inc.
Sunbiz - Craven Thompson & Associates, Inc.
Sunbiz - R.J. Behar & Company, Inc.

Background:

The Community Development Department seeks the services of a qualified firm to provide expedited civil engineering consultant services. These services are requested to offer a new service to applicants that would provide the opportunity to request a faster, defined turnaround time for engineering plan reviews for an additional fee. The service will be offered subject to capacity. Obtaining assistance from a consultant, on an as-needed basis, will allow the City to maintain a high level of service during peak development periods without overextending the current staff. The qualified firms must understand local City of Sunrise engineering standards and processes for land development applications, South Florida Water Management District standards, and Broward County standards.

The qualified firm may be requested to provide the following services on an as-needed basis:

1. Perform plan review of engineering plans and engineering calculations associated with land development or utility project applications primarily specified for expedited reviews. The consultant shall perform and provide continuing engineering, consultation, and review and advisory services for these tasks when authorized by the Department.
2. Each review of an engineering plan application and associated calculations shall be completed within 15 calendar days of receipt for the first review and 10 calendar days of receipt for subsequent reviews for expedited plan reviews.
3. Provide clear and detailed comments in the format required by the Department associated with the plan review of engineering plans and associated calculations.
4. Attendance at associated project meetings with City staff, applicants and their professionals of record are required as scheduled. Attend in-person and/or virtual meetings.
5. The consultant shall furnish all services, labor, equipment and materials necessary to successfully complete expedited engineering plan and calculations review services required by the Department.
6. Ability to utilize Bluebeam, DigE Plan, and/or electronic plan review software.

To address these needs, the City issued RFQ 26-02-01-MS and seven responses were received. The selection committee evaluated the responses, shortlisted firms, conducted interviews of the shortlisted firms and ranked the firms based on their qualifications. The committee agreed to establish three Continuing Services Agreements (CSAs) based on contract duration and projected needs.

Staff is requesting authorization for the Director of Community Development to negotiate a CSA with the three top-ranked firms: Calvin, Giordano & Associates, Inc., Craven, Thompson & Associates, Inc. and R.J. Behar & Company, Inc. for expedited civil engineering consultant services. All references were favorable for all firm's performance on other projects of a similar type and scale.

In the event that CSAs cannot be negotiated with the three (3) top-ranked firms, the Director of Community Development is hereby authorized to either negotiate with the fourth-ranked firm, Craig A. Smith & Associates, LLC, the fifth-ranked firm, The BetaJones Group, Inc., and the sixth-ranked firm, Caltran Engineering Group, Inc. Should this process fail to produce three satisfactory CSAs, then the City, at its discretion, will either select additional firms from the original Request for Statements of Qualifications in the order of their competence or qualifications and continue negotiations until three Continuing Services Agreements are reached, or the City will solicit a new Request for Statements of Qualifications.

The initial term of the CSA will be for three years, with up to three additional one-year renewal options under the same terms and conditions.

Upon successful completion of negotiations, staff will present Continuing Services Agreements to the City Commission for consideration at a future City Commission Meeting.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM

Phone: 954-572-2484

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development Department

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City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO NEGOTIATE CONTINUING SERVICES AGREEMENTS WITH THE THREE (3) TOP-RANKED FIRMS: CALVIN, GIORDANO & ASSOCIATES, INC., CRAVEN, THOMPSON & ASSOCIATES, INC., AND R.J. BEHAR & COMPANY, INC. FOR EXPEDITED CIVIL ENGINEERING CONSULTANT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires the services of qualified firms to provide expedited civil engineering consultant services; and

WHEREAS, the City issued a Request for Qualifications, RFQ 26-02-01-MS, for such services and the seven (7) submittals received were evaluated, shortlisted, and ranked after interviews by a selection committee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Approval is hereby granted for the Director of Community Development to enter into negotiations for Continuing Services Agreements for Expedited Civil Engineering Consultant Services with the first-ranked firm, Calvin, Giordano & Associates, Inc., the second-ranked firm, Craven, Thompson & Associates, Inc., and the third-ranked firm, R.J. Behar & Company, Inc. In the event that Continuing Services Agreements cannot be negotiated with the three top-ranked firms, the Director of Community Development is hereby authorized to negotiate with the fourth-ranked firm, Craig A. Smith & Associates, LLC, the fifth-ranked firm, The BetaJones Group, Inc., and the sixth-ranked firm, Caltran Engineering Group, Inc. Should this process fail to produce three (3) satisfactory Continuing Services Agreements, then the City, at its discretion, will either select additional firms from the original RFQ in the order of their competence or qualification to continue negotiations until three (3) Continuing Services Agreements are reached, or the City will solicit new Requests for Statements of Qualifications.

Section 2. Upon successful completion of negotiations, City staff will present the Continuing Services Agreements to the City Commission for approval.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: RFQ 26-02-01-MS

BID TITLE: Expedited Civil Engineering Consultant Services

OPENING DATE: February 23, 2026

TIME: 2:00 PM

COMPANY NAME	Final Ranking
Calvin, Giordano & Associates, Inc.	1
Craven, Thompson & Associates, Inc.	2
R.J. Behar & Company, Inc.	3
Craig A. Smith & Associates, LLC	4
The BetaJones Group, Inc.	5
Caltran Engineering Group, Inc.	6
HBC Engineering Company	7

□ Firms Recommended for Negotiations

BID OPENED BY:

Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM

Detail by Entity Name

Florida Profit Corporation
CALVIN, GIORDANO & ASSOCIATES, INC.

Filing Information

Document Number	M17373
FEI/EIN Number	65-0013869
Date Filed	06/27/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/21/2001
Event Effective Date	NONE

Principal Address

1800 Eller Drive
Ste 600
Fort Lauderdale, FL 33316

Changed: 02/28/2026

Mailing Address

1800 Eller Drive
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Changed: 02/28/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/12/2018

Address Changed: 02/12/2018

Officer/Director Detail

Name & Address

Title Director

Burke, Elizabeth
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Fort Lauderdale, FL 33316

Title VP

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Title Director

Giordano, Chris
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Title Director

McCurdie, Michael
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Schlachet, Loren
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Title Vice President of Operations

Martinetti, Jenna
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Ste 600

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Title Assistant Secretary

Aiken, Michelle
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Title Assistant Secretary

Hopkins, Dawn
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Title Vice President of Operations

Feoli, Gianno
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Title Chairman of the Board

Eblin, Michael
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Title CFO

Bell, Dave
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Title Director

Causley, Michael
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Title VP

Stambaugh, David
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Title Secretary

Burke, Elizabeth
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Title CEO

Giordano, Chris
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Title Treasurer

Haynes, Daniel
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Title Assistant Secretary

Causley, Matthew
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Ste 600
Fort Lauderdale, FL 33316

Annual Reports

Report Year	Filed Date
2024	02/05/2024

2025	03/04/2025
2026	02/28/2026

Document Images

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01/17/2019 -- ANNUAL REPORT	View image in PDF format
02/12/2018 -- Reg. Agent Change	View image in PDF format
02/06/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
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12/22/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/20/2001 -- Amendment	View image in PDF format
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01/27/1998 -- ANNUAL REPORT	View image in PDF format
02/10/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- NAME CHANGE	View image in PDF format
02/06/1996 -- ANNUAL REPORT	View image in PDF format
01/25/1995 -- ANNUAL REPORT	View image in PDF format
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Detail by Entity Name

Florida Profit Corporation
CRAVEN, THOMPSON & ASSOCIATES, INC.

Filing Information

Document Number	254407
FEI/EIN Number	59-0948029
Date Filed	01/01/1962
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	10/17/1994
Event Effective Date	NONE

Principal Address

3563 NW 53RD STREET
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Changed: 06/14/1990

Mailing Address

3563 NW 53RD STREET
FORT LAUDERDALE, FL 33309

Changed: 06/14/1990

Registered Agent Name & Address

MCDONALD, THOMAS Michael
3563 NW 53RD ST
FT LAUDERDALE, FL 33309

Name Changed: 01/10/2017

Address Changed: 02/22/1995

Officer/Director Detail

Name & Address

Title DPT

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Title VP

Gibney, Patrick J
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FORT LAUDERDALE, FL 33309

Title Secretary

McDonald, Thomas Alexander, II
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Title VP

Peavler, Scott Wade
3563 NW 53RD STREET
FORT LAUDERDALE, FL 33309

Title VP

Crawford, Richard g
3563 NW 53RD STREET
FORT LAUDERDALE, FL 33309

Annual Reports

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2025	01/07/2025
2026	01/05/2026

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02/22/1995 -- ANNUAL REPORT	View image in PDF format



Detail by Entity Name

Florida Profit Corporation
R.J. BEHAR & COMPANY, INC.

Filing Information

Document Number	P99000088184
FEI/EIN Number	65-0954070
Date Filed	10/04/1999
State	FL
Status	ACTIVE

Principal Address

6861 SW 196TH AVENUE
302
PEMBROKE PINES, FL 33332

Changed: 03/05/2001

Mailing Address

6861 SW 196TH AVENUE
302
PEMBROKE PINES, FL 33332

Changed: 03/05/2001

Registered Agent Name & Address

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PLANTATION, FL 33324

Address Changed: 02/09/2010

Officer/Director Detail

Name & Address

Title PCEO

BEHAR, ROBERT J
12090 SW 26TH COURT
DAVIE, FL 33330

Title S, VP

BEHAR, DERETH A
12090 SW 26 CT
DAVIE, FL 33330

Title VP

Riveros, Paola A
5306 SW 134th Avenue
Miramar, FL 33027

Annual Reports

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01/09/2014 -- ANNUAL REPORT	View image in PDF format
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01/27/2012 -- ANNUAL REPORT	View image in PDF format
01/11/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
02/28/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
03/15/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format
03/13/2002 -- ANNUAL REPORT	View image in PDF format
03/05/2001 -- ANNUAL REPORT	View image in PDF format
03/15/2000 -- ANNUAL REPORT	View image in PDF format

10/04/1999 -- Domestic Profit

View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4B **Meeting Date:** 5/12/2026

City Reference Number (C#): C26119

Item Description:

A Resolution of the City of Sunrise, Florida to award Bid No. 26-04-10-MM to EJ Tropical Awnings.Inc for Removal and Reinstallation of Canopies and Awnings; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
001.36.48.572.503420 – Misc Contractual Services

Amount:
Expenditures as needed
Not to exceed budgeted funds for FY2025/2026
Subsequent year's expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C26119
Bid Tabulation
Sunbiz - EJ Tropical Awnings.Inc.

Background:

The City of Sunrise has 106 installed shade canopies and awnings of various sizes at parks and public facilities throughout the City. In the event of an impending natural disaster such as a hurricane, and understanding the potential impact these disasters could bring to City property, these shade canopies and awnings require temporary removal and reinstallation services. In addition, these shade structures may also require repair and/or replacement where removal and/or reinstallation may be required. The City requires a qualified and experienced vendor that can provide temporary removal and subsequent reinstallation services on an as needed basis, and can also provide repairs and/or replacements when necessary. The Contractor for these services will be required to respond to the City's needs in an expedited manner as to minimize the impact to Sunrise residents before and after a natural disaster. Although the bid includes the cost for all parks and canopies, the contractor will only be utilized on an as needed basis.

The City's Leisure Services Department is the primary user of the services which will be provided at the following locations on an as needed basis:

- City Park (3)
- Flamingo Park (10)
- Nob Hill Soccer Club Park (12)
- Oak Hammock Park (8)
- Oscar Wind Park (10)
- Piper Field (1)
- Sunrise Athletic Complex (16)
- Sunrise Civic Center (3)
- Sunrise Sportsplex (16)
- Sunrise Tennis Club (8)
- Welleby Park (11)
- Welleby Pool (1)
- Veterans Park (7)

Bid No. 26-04-10-MM for the Removal and Reinstallation of Canopies and Awnings was advertised on DemandStar and distributed to over 700 vendors. The City received three (3) responses.

Staff reviewed all submissions. During the evaluation process, a price confirmation letter was issued to the apparent lowest bidder; however, the firm requested to withdraw its bid due to recent operational changes that reduced its capacity to meet bid requirements and respond to the City in an expedited and timely manner. The second-lowest bidder was deemed non-responsible, as staff was unable to verify the firm's ability to meet all solicitation requirements. Multiple attempts to contact the firm were unsuccessful. In accordance with Bid Documents and City of Sunrise Code Section 5-171, "...a qualified bidder, responsible bidder, qualified offeror, or responsible offeror

means a person, firm or entity which is fully capable of meeting all requirements of the solicitation and subsequent contract".

Staff also explored the possibility of piggybacking on contracts from other local municipalities; however, no agreements were identified. The City's needs include unique line items specific to structure measurements, limiting the feasibility of utilizing other agencies' contracts.

The Leisure Services Department and Procurement Office evaluated the remaining bidder and recommend awarding, on an as needed basis, to the responsive and responsible bidder EJ Tropical Awnings.Inc (EJ). EJ held the City's previous contract for this type of work and the Leisure Services Department was satisfied with the services performed.

The prices submitted by EJ are per unit and include all costs, including but not limited to labor, travel, mobilization, necessary equipment, supplies, and incidentals. The required response time is within 72 hours from the time of request and within 8 hours during hurricane season. These services will be utilized on an as-needed basis, and the City will incur costs only if services are rendered. Language has also been added to the resolution to allow for additional canopy removal and reinstallation services up to $25,000.00 in the event that the City adds additional shade canopies and/or awnings at City parks or facilities.

Considering the increased quantity of new and improved shades and canopies, along with the additional locations, the pricing for these services falls within the Leisure Services Department's anticipated expenditures for this work. When comparing the pricing from the most recent contract award five years ago, more than 56% of the prices increased 10% or less, which is very competitive pricing during this period. Since that time, we have also added a significant number of new shade canopies throughout our parks. The initial term of the Contract is three (3) years, and pricing shall remain firm throughout this period. Optional renewal periods allow for an annual price adjustment if increases occur in the industry, not to exceed 5%, in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The City did not receive any responses from a City of Sunrise vendor that could provide the service. It is requested that the City Commission authorize award of this contract to EJ Tropical Awnings.Inc.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Margarita Marra Phone: 9545722203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 26-04-10-MM FOR REMOVAL AND REINSTALLATION OF CANOPIES AND AWNINGS TO EJ TROPICAL AWNINGS.INC; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid 26-04-10-MM for Removal and Reinstallation of Canopies and Awnings to EJ Tropical Awnings.Inc is hereby approved in an amount not to exceed the FY 2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to renew, amend or extend the award, in accordance with the terms of the Bid. The Procurement Manager is further authorized to add locations for these services as needed, provided the aggregate amount of such additional services does not exceed $25,000.00. The Procurement Manager shall provide the City Clerk with copies of any such approved additions.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: BID 26-04-10-MM

BID TITLE: Removal & Reinstallation of Canopies and Awnings

OPENING DATE: December 9, 2025

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
K.E.R. CONSTRUCTION, LLC *	$89,500.00
VITTORIUM DESIGN **	$174,308.00
EJ TROPICAL AWNINGS. INC	$207,050.00

*Vendor Withdrew Bid
** Vendor Non-Responsible

BID OPENED BY:
Margarita Marra, Procurement Specialist

Detail by FEI/EIN Number

Florida Profit Corporation
EJ TROPICAL AWNINGS.INC

Filing Information

Document Number	P22000080398
FEI/EIN Number	88-4211887
Date Filed	10/20/2022
Effective Date	10/19/2022
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/15/2024
Event Effective Date	NONE

Principal Address

17832 SW 176 ST
MIAMI, FL 33187

Mailing Address

17832 SW 176 ST
MIAMI, FL 33187

Registered Agent Name & Address

ROLAND DIAZ, EDGAR
17832 SW 176 ST
MIAMI FL, FL 33187

Name Changed: 08/15/2024

Officer/Director Detail

Name & Address

Title P

EDGAR ROLANDO DIAZ
17832 SW 176 ST
MIAMI, FL 33187

Annual Reports

Report Year	Filed Date
2023	10/18/2023

2024	01/31/2024
2025	01/02/2025

Document Images

01/02/2025 -- ANNUAL REPORT	View image in PDF format
08/15/2024 -- Amendment	View image in PDF format
01/31/2024 -- ANNUAL REPORT	View image in PDF format
10/18/2023 -- REINSTATEMENT	View image in PDF format
10/20/2022 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4C **Meeting Date:** 5/12/2026

City Reference Number (C#): C26100

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-19-03-HR between the City of Sunrise and Acordis International Corp." under the terms of the State of Utah Cooperative Contract No. AR3227 and the State of Florida NASPO Valuepoint participating addendum No. 43220000-NASPO-19-ACS for Data Communications Products and Services; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

Funding:
325.66.75.519.506510 - Construction
Project #006513 - Citywide Public WiFi

Amount:
$100,305.00 - Estimated Annual Expenditure
Contract Valid July 13, 2020 - September 30, 2026

Not to exceed budgeted funds for FY 2025/2026
Subsequent years subject to budget approval

ATTACHMENTS:

ATY Resolution - C26100
Cooperative Agreement 26-19-03-HR
Cisco Authorized Resellers
Vendor Quote
Sunbiz - Acordis International Corp.

Background:

The IT Department, in coordination with the Leisure Services and Utilities Departments, proposed extending high-speed Wi-Fi connectivity to City parks and recreational facilities. Funding for such expansion has been identified within the City's Capital Improvement Plan (CIP), as previously approved by the City Commission. The Wi-Fi project at Sportsplex Park was recently completed and is currently operating successfully.

The City of Sunrise requires a turnkey high-speed Wi-Fi solution at the Sunrise Amphitheater. The high-speed Wi-Fi will enhance public access to reliable internet at the Sunrise Amphitheater and across the municipal campus. This connectivity supports families, students, and the community by providing digital access for education, work, and recreation, thereby enriching visitors' outdoor experiences and promoting digital inclusivity. The project proposes to install access points with associated firewalls; poles, power, and enclosed equipment mounted on poles or frames; weatherproofing; and any necessary buried service work.

After competitive procurement, through lead agency NASPO ValuePoint, State of Utah and the State of Florida awarded NASPO ValuePoint Data Communications Products & Services Contract No. AR3227 and the State of Florida's NASPO ValuePoint Participating Addendum 43220000-NASPO-19-ACS for the purchase of Cisco Systems Inc.'s Data Communications Products & Services through reseller Acordis International Corp.

Following a comprehensive evaluation of available options, the IT Department has determined that acquiring equipment and services from Acordis International Corp. is the most suitable solution. Acordis recently completed a similar Cisco equipment installation at the Sunrise Sportsplex Park. The outcome was favorable with the project being completed on time and within budget for the high-speed Wi-Fi at the Park. Additionally, Acordis was recently awarded the installation of Wi-Fi at City Park, Roarke Hall, and Village Beach Club.

The City may procure equipment and services for future park locations through NASPO ValuePoint Contract No. AR3227 and the State of Florida NASPO ValuePoint Participating Addendum No. 43220000-NASPO-19-ACS, without the need for separate competitive solicitation, provided that all purchases fall within the scope of said contract and remain consistent with approved CIP allocations.

Since these purchases will be made using an existing governmental contract, the City's formal bidding procedures are waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Mo Pierre-Louis, Director of Information Technology

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-19-03-HR BETWEEN THE CITY OF SUNRISE AND ACORDIS INTERNATIONAL CORP." UNDER THE TERMS OF THE STATE OF UTAH COOPERATIVE CONTRACT NO. AR3227 AND THE STATE OF FLORIDA NASPO VALUEPOINT PARTICIPATING ADDENDUM NO. 43220000-NASPO-19-ACS FOR DATA COMMUNICATIONS PRODUCTS AND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, the State of Utah, on behalf of NASPO ValuePoint, a cooperative purchasing program, awarded Contract No. AR3227 to Cisco Systems, Inc. for Data Communications Products and Services (Master Agreement); and

WHEREAS, the State of Florida, Department of Management Services, utilizing the Master Agreement, entered into NASPO ValuePoint Participating Addendum No. 43220000-NASPO-19-ACS with Cisco Systems, Inc. (Florida Addendum). Acordis International Corp. is an authorized dealer under the Florida Addendum; and

WHEREAS, the City of Sunrise Information Technology Department desires to purchase equipment and services for a turn-key high-speed Wi-Fi solution at the Sunrise Amphitheater and across the municipal campus from Acordis International Corp. utilizing the Master Agreement and the Florida Addendum.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. "Cooperative Agreement No. 26-19-03-HR between the City of Sunrise and Acordis International Corp." (Agreement) under the terms of the State of Utah Contract No. AR3227 and the State of Florida NASPO ValuePoint Participating Addendum 43220000-NASPO-19-ACS for Data Communications Products and Services is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Because these purchases will be made using existing governmental contracts, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 3. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 26-19-03-HR
BETWEEN THE CITY OF SUNRISE
AND ACORDIS INTERNATIONAL CORP.

This Cooperative Agreement No. 26-19-03-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Acordis International Corp., a Florida corporation (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, NASPO Valuepoint Data Communications Products & Services, through the State of Utah (Awarding Entity) awarded Contractor Contract AR3227 (Contract) dated September 4, 2019 and NASPO Valuepoint Participating Addendumwas executed by the State of Florida under Agreement No. 43220000-NASPO-19-ACS dated June 9, 2021. A copy of the Contract is attached hereto as Exhibit I and Acordis Intenational Corp. is an authorized subcontractor/reseller/dealer listed on Exhibit V. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through September 30, 2026. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit II.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Acordis International Corp.
2785 N Commerce Parkway
Miramar, FL 33025

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ a.**Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☒ **b. Insurance Requirements**. This provision shall supersede and replace Section 7 of the Contract and Section 7 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall

not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise.”

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☒ **c. Indemnification.** This provision shall supersede and replace Section 7.5 of the Contract and Section 7.5 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor

who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA

M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate

its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒ **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☒ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result

in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒ **p. Entities of Foreign Concern.** The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "III" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☒ **q. Human Trafficking**

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit "IV", the [Contractor/Consultant/Vendor] represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ **r. Emergency Response**

If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a $5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit I, Exhibit II, Exhibit III, Exhibit IV and Exhibit V shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit I Exhibit II, Exhibit III, Exhibit IV and Exhibit V in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

ACORDIS INTERNATIONAL CORP.

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT I

Contract #: AR3227

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cisco Systems, Inc.		
Name		
170 West Tasman Dr.		
Street Address		
San Jose	CA	95134
City	*State*	*Zip*

Vendor # VC0000118462 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Mimi Nguyen-Farr, Sr Manager *Phone Number:* (408) 527-2627 *Email:* mimnguye@cisco.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001.

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: [Reserved]

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

August 30, 2019		
Contractor's signature	Date	
Jenn Pate		
Authorized Signatory		
Type or Print Name and Title		

DIVISION OF PURCHASING

Sep 4, 2019	
Director, Division of Purchasing	Date

APPROVED BY LEGAL

Note: sections negotiated 1, 2, 5, 6, 7, 8, 10, 13, 14, 16, 17, 18, 19, 20, 22, 24, 25, 26, 27, 28, 29, 30, 32, 37, 38, 40, and 46.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");

(2) NASPO ValuePoint Master Agreement Terms & Conditions;

(3), A Statement of Work, including a Service Level Agreement contained within the Statement of Work;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this section.

Administrative Data means data related to Purchasing Entity's employees or representatives used to administer or manage Purchasing Entity's use of the Cloud Software. Administrative Data may include Personal Data and information about contractual commitments, whether collected at the time of the initial registration or thereafter.

Cloud Software means a Contractor-hosted software offering as described in the applicable Cloud Offering Description purchased by Purchasing Entity; Purchasing Entity's license to use Cloud Software is set forth in Exhibit 1.

Contractor means the person or entity directly delivering Products or performing services under the terms and conditions set forth in this Master Agreement or through its approved Fulfillment Partners.

Data Breach means any actual, or reasonably suspected by Contractor's information technology security teams, non-authorized access to or acquisition of computerized Purchasing Entity Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Purchasing Entity Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without

manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which are installed and reside on a computing device owned by Purchasing Entity; Purchasing Entity's license to use Embedded Software is set forth in Exhibit 1.

Fulfillment Partner means a third-party contractor or reseller qualified and authorized by Contractor, and approved by the Participating Entity under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Purchasing Entity directly for such Services. Contractor may, upon written notice to the Participating Entity, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products and/or Services as authorized under the Master Agreement and Participating Addenda. For clarification purposes, "Blanket Purchase Order" is excluded from the scope of this Master Agreement. "Blanket Purchase Order" is an order that contains multiple delivery dates scheduled during the term of and/or post the expiration date of the Master Agreement, often negotiated to take advantage of predetermined or to lock-in pricing (i.e. from older Contractor pricelists).

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state in the United States of America, or other public sector legal entity (i.e. political subdivisions such as municipalities and counties, and K-12 and higher education institutions) in the United States of America, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States who has the authority to execute a Participating Addendum to this Master Agreement. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a

particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Purchasing Entity Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity provided or transferred to Contractor in the course of using the Services or Cloud Software provided under this Agreement. Purchasing Entity Data includes Administrative Data and does not include Telemetry Data or Statistical Data.

Services mean services that are in scope of this Master Agreement and are supplied or created by the Contractor pursuant to this Master Agreement (to include the attached Services Exhibit in Exhibit 2).

Security Incident means the actual or reasonably suspected by Contractor's information technology security teams, unauthorized access to Purchasing Entity Data and Personal Data that Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum (unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor). A Service Level Agreement may be memorialized within a Statement of Work for the Services. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued. Not every Service provided under this Master Agreement need be covered by a SLA.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written document agreed between Contractor and Purchasing Entity that defines Services and deliverables to be provided to Purchasing Entity.

Software means the binary image of Contractor computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted and purchased from Contractor. Software may be either Embedded Software or Cloud Software. Purchasing Entity's license to use Software is set forth in Exhibit 1.

Statistical Data means any information/data that Contractor derives from Purchasing Entity Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

Telemetry Data means information generated by instrumentation and logging systems created through the use and operation of Contractor products and services.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint's Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of each Participating Addendum States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts,

counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Purchasing Entity. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products when purchased for the Purchasing Entity; sales of hardware Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property. The transfer of licenses to software shall be subject to Contractor's then-current software transfer and relicensing policy.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the sum of all sales at Net Purchase Price at the adjusted prices (if any) in Participating Addenda, where "Net Purchase Price" is the Contractor's list price for an approved product or service minus all applicable contract discounts, rebates or value added incentives, and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an Order.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at

http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/Purchasing Entity type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Attachment H of the Solicitation.

c. Sales under Contractor's master agreement are intended for commercial, enterprise and government use only. Sales to employees for personal use are prohibited. [RESERVED].

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addenda become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Purchasing Entity's proposed terms and conditions, as deemed important to the Purchasing Entity, for possible inclusion into the Purchasing Entity agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 35 or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to Section 35or to terminate for default pursuant to Section 37

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's Purchasing Entities' to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide Purchasing Entity's information regarding the Contractor's website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the Purchasing Entity to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan; nor does the limitation preclude Contractor providing limited information as necessary for Contractor to perform its duties or secure or exercise any rights under the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period. Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase

announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Purchasing Entities

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering and Orders

a. Lead State desires that the Master Agreement identifier and purchase order numbers be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Any such information will be per Contractor's existing free form structure, without customization. The purchase order numbers reflect Contractor's Fulfillment Partner purchase order numbers; however, Contractor will request that its Fulfillment Partners use reasonable efforts to provide the Purchasing Entity's Purchase Order number in the free form notes.

b. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasing Entities shall not order Products and/or Services directly from Contractor and shall order same from Fulfillment Partner. Purchasing Entity shall purchase Products and/or Services by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

c. Any contingencies on Purchasing Entity's Purchase Orders are not binding upon Contractor. The terms and conditions of this Master Agreement and applicable Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchasing Entity to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order or Order containing such terms shall not constitute such express consent.

d. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.

e. Purchasing Entity may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchasing Entity less than ten (10)

days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Purchasing Entity may cancel the order without charge.

f. Services. Purchasing Entity may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Services Exhibit attached hereto as Exhibit 2, as well as the then-current terms of service offerings set forth on Contractor's website at https://www.cisco.com/c/en/us/about/legal/service-descriptions.html. Contractor reserves the right to subcontract services to a third party organization to provision services for Purchasing Entity.

g. All stated prices are exclusive of any taxes, fees, and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges, or upon this Master Agreement. Purchasing Entity will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Master Agreement, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchasing Entity is exempt from property and sales taxes, it will not be charged same.

h. Notwithstanding anything contained in the Master Agreement to the contrary, modifications which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the product non-infringing with respect to any patent, copyright, or other proprietary interest, or to otherwise improve the product may be made at any time by Contractor without prior notice to or consent of Purchasing Entity or NASPO, and such altered product shall be deemed fully conforming. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL: http://www.cisco.com/c/en/us/products/eos-eol-policy.html Purchasing Entity may make a last-time purchase of such products as set forth in such policy.

i. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors and/or Fulfillment Partners should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

j. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor and/or Fulfillment Partner as applicable is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

k. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

l. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

m. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;

(2) The place and requested time of delivery;

(3) A billing address;

(4) The name, phone number, and address of the Purchasing Entity representative;

(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

(6) A ceiling amount of the order for services being ordered; and

(7) The Master Agreement identifier.

n. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

o. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement Maintenance agreements may have terms as prescribed in Section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

p. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after or extend after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries for hardware Products shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges pre-paid by the Contractor, for the standard shipping time intervals. Expedited shipping and/or a special delivery request that are non-standard delivery beyond docking areas at warehouses or designated delivery drop-offs locations at buildings (i.e. delivery of the Order, including pallets, to a closet, designated rooms, etc.) will result in additional charges to the Purchasing Entity. Title for hardware Products and risk of loss shall pass to the Purchasing Entity upon delivery. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice.

b. Any damage to a building interior, scratched walls, damage to the freight elevator, etc., negligently caused by Contractor will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

d. Scheduled shipping dates will be assigned by Contractor as close as practicable to Purchasing Entity's requested date based on Cisco's then-current lead times for the Products. Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for hardware Products. The following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been line-

stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times. Notwithstanding the foregoing, at any time when Purchasing Entity states "expedite" on an order for a hardware Product or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

e. Contractor will communicate scheduled shipping dates in the order acknowledgement or on www.Cisco.com within three (3) business days after receipt of an electronic order on www.cisco.com, provided, however, that in the event such notification is not received in this time period, Purchasing Entity shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non- receipt shall be to promptly provide the information to the Purchasing Entity after such notification.

f. If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Purchasing Entity including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues.

g. Purchasing Entity shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance. This also applies in cases where Purchasing Entity requests delivery of hardware Products to Purchasing Entity’s forwarding agent. Purchasing Entity agrees not to use any export licenses owned by Contractor.

h. Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay.

i. All sales are final. Except for return remedies set forth in the warranty statements, Contractor only permits the return of unopened hardware Products due to Contractor’s shipping or order processing errors, or damage in transit. No other returns are authorized. The return of hardware Product must be in accordance with Contractor’s return policy and procedures. Warranty returns will not be subject to any restocking fees.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

Purchasing Entity has thirty (30) days after hardware Product delivery to inspect the hardware Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Purchasing Entity shall notify Contractor. At Contractor's option, Contractor shall (i) repair such damage, (ii) ship a replacement, or (iii) refund the purchase price (upon return of the hardware Product). After such Acceptance Period the Products shall be deemed accepted. Acceptance does not relieve the Contractor of liability or responsibility under Contractor’s warranty obligation for the hardware Product.

17. Payment

Upon and subject to credit approval by Contractor, payment is due 30 days the date of the invoice. Invoices for products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such products to the Purchasing Entity. Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. If at any time Purchasing Entity is delinquent in the payment of any invoice, or is otherwise

in breach of this Agreement, Cisco may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order, require Purchasing Entity to prepay for further shipments, and/or withhold the provision of Services, until complete payment has been received. Purchasing Entity grants Cisco a security interest in Products purchased under this Agreement to secure payment for such Products. If requested by Cisco, Purchasing Entity agrees to execute financing statements to perfect this security interest. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

18. Warranty

All hardware Products are sold, Software licensed, and Services delivered with Contractor's standard limited warranty as set forth below.

a. Hardware Products. Contractor warrants that from the date of shipment by Contractor to Purchasing Entity, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the product or at https://www.cisco.com/go/warranty, the hardware Product will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Purchasing entity's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, (i) shipment of a replacement within the period and according to the replacement process described in the warranty card (if any) or if no warranty card, as described at https://www.cisco.com/go/warranty, or (ii) a refund of the purchase price, if the hardware Product is returned to the party supplying it to Purchasing Entity, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in the replacement of hardware Products, may be new or equivalent to new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then- current return procedures. This limited warranty does not apply if the hardware Product (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (ii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed or provided for beta, evaluation, testing or demonstration purposes.

b. Embedded Software Products. Contractor warrants that Embedded Software will substantially conform to the applicable documentation of the Embedded Software for the longer of (i) ninety (90) days following the date the Embedded Software is made available to Purchasing Entity for use or (ii) as otherwise set forth at http://www.cisco.com/go/warranty. This warranty does not apply if the Embedded Software, the hardware Product supplied by Contractor, or any other equipment upon which the Embedded Software is authorized to be used: (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which there is not payment of a purchase price or license fee; or (v) has not been provided by an authorized reseller of Contractor. Cisco will use commercially reasonable efforts to deliver to Embedded Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Embedded Software or data. At Contractor's option and expense, Contractor shall repair, replace, or cause the refund of the license fees paid for the non-conforming Embedded Software. This remedy is conditioned on Purchasing Entity reporting the non-conformance in writing to Contractor within the warranty period. Purchasing Entity may be required to return the Embedded Software, the Contractor hardware product, and/or Documentation as a condition of this remedy. This is Purchasing Entity's sole and exclusive remedy under this warranty for Embedded Software. Except as set forth herein, Embedded Software are provided "as is". Contractor does not warrant that Embedded Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Contractor does not warrant that the Embedded Software or any equipment, system or network on which the Embedded Software is used will be free of vulnerability to intrusion or attack.

c. Cloud Software Products. Unless otherwise provided for in the applicable Cloud Offer Description, Contractor warrants that it will provide the Cloud Software in accordance with the Cloud Offer Description using commercially reasonable skill and care. Upon prompt notification by Purchasing Entity of Contractor's breach of this warranty, to the extent permitted by applicable law, Contractor will, at Contractor's option, (i) repair or replace the Cloud Software or (ii) refund fees paid to Contractor for the period in which the Cloud Software did not materially comply with the Cloud Offer Description. This is Purchasing Entity's sole and exclusive remedy under this warranty for Cloud Software.

d. Services. Contractor warrants that Services sold under this Agreement pursuant to Exhibit 2 will be performed in a workmanlike manner and, where applicable, will materially comply with the applicable Service Description. Purchasing Entity must promptly notify Contractor of a breach of this warranty. Purchasing Entity's sole and exclusive remedy for any breach of this warranty shall be, at Contractor's option, (i) reperformance of the Services or (ii) termination of the applicable Service, and return of the portion of the fees paid to Contractor by Purchasing Entity for such non-conforming Services

e. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18, CONTRACTOR HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

19. Title of Product

Title to hardware Products and risk of loss shall pass to Purchasing Entity upon delivery. To the extent the transfer of title to the hardware Product includes a license to use any Embedded Software in the hardware Product subject to the terms of the End User License Agreement set forth in Exhibit 1. If Purchasing Entity subsequently transfers title of the hardware Product to another entity, transfer of the license to use the Embedded Software shall be subject to Contractor's then-current software transfer and relicensing policy.

20. License of Pre-Existing Intellectual Property

Contractor grants to Purchasing Entity a license to Software pursuant to the license terms and restrictions set forth in Exhibit 1.

21. No Guarantee of Service Volumes

The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data

Purchasing Entity retains full right and title to Purchasing Entity Data provided by it. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service that can be identified to Purchasing Entity may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

23. System Failure or Damage

In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. [RESERVED].

25. Data Privacy

The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a Statement of Work with a Purchasing Entity for the processing of such data, at the request of the Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the data categorization to determine what data the Contractor will hold, store, or process. To the extent applicable and reasonable, the Contractor must document the data categorization in the Statement of Work.

26. Transition Assistance

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. Only as set forth in a Services SOW under this Agreement, the Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration

All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired.

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The limits required shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of $1 million per occurrence/$3 million general aggregate provided that such limit can be satisfied with any combination of primary and umbrella insurance;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Contractor's general liability insurance shall (1) include the Participating States identified in the Request for Proposal as additional insureds for liabilities falling within Contractor's indemnity obligations under this Agreement that are otherwise covered by such insurance, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that no lapse in coverage occurs, and shall provide a revised certificate of insurance evidencing same.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Such access will be (i) with at least ten (10) business days advance written notice, during normal business hours (ii) shall not unduly interrupt or interfere with Contractor's normal business operations, and (iii) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Master Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information ("Confidential Information") of the disclosing party ("Disclosing Party"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Receiving Party) publicly known; (2) is furnished by Disclosing Party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Disclosing Party without the obligation of confidentiality, (5) is disclosed with the written consent of Disclosing Party or; (6) is independently developed by employees, agents or subcontractors of Receiving Party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Each Party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than subcontractors as necessary to perform the obligations of this Master Agreement) or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Each Party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Receiving Party shall advise Disclosing Party immediately if Disclosing Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Receiving Party shall at its expense cooperate with Disclosing Party in seeking injunctive or other equitable relief in the name of Disclosing Party against any such person. Except as directed by Disclosing Party, Receiving Party will not at any time during or for three years after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Disclosing Party's request, Receiving Party shall turn over to Disclosing Party all documents, papers, and other matter in their possession that embody Confidential Information. Notwithstanding the foregoing, Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. The parties acknowledge that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Disclosing Party that is inadequately compensable in damages. Accordingly, Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Disclosing Party and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The confidentiality obligations under this section shall also extend to (as included within the definition of Confidential Information) Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/Purchasing Entity, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to

disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 29.

To the extent permitted by law, Receiving Party shall notify the Receiving Party of any entity seeking access to the Confidential Information described in this Section 30. The Receiving Party will be authorized to disclose Confidential Information as may be required by applicable law pursuant to a valid order issued by a court or government agency or relevant regulatory authority (including a stock exchange), provided that the Receiving Party provides: (i) prior written notice to the Disclosing Party of such obligation; and (ii) the opportunity to oppose such disclosure.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Contractor may, with prior written consent from Participating States, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this Master Agreement and bill Purchasers directly for such products and services. In addition, Contractor may, without permission, utilize subcontractors to perform Services sold under this Master Agreement and provide Cloud Offers.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

33. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

34. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

35. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

36. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

37. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

   (1) Nonperformance of contractual requirements; or

   (2) A material breach of any term or condition of this Master Agreement; or

   (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

   (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

   (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of sixty (60) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

   (1) Exercise any remedy provided by law; and

   (2) Terminate this Master Agreement and any related Contracts or portions thereof; and

   (4) Suspend Contractor from being able to respond to future bid solicitations; and

   (5) Suspend Contractor's performance; and

   (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement with respect to its Participating Addendum, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity.

38. Waiver of Breach

Failure of the either party to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver must be in writing. Waiver by a party any default, right or remedy under this Master Agreement or Participating Addendum, or with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any

subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

39. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

40. Indemnification; Limitation of Liability

a. General Indemnity - Each party shall defend, indemnify and hold harmless the other party, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to tangible personal property (not including lost or damaged data) arising from negligent or willful misconduct act(s), error(s), or omission(s) of the indemnifying party, its employees or subcontractors or volunteers, relating to its performance under the Master Agreement. In the event that the indemnified party's or a third party's negligent or willful misconduct acts, errors or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the Contractor, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the Contractor shall be proportionately reduced.

   The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit, or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit, or proceeding; provided that any such settlement or compromise includes a release of the indemnified party from all liability arising out of such claim, suit or proceeding.

b. Indemnification – Intellectual Property. The Contractor shall defend any claim against NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, or Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims by third parties that Contractor's Products provided under this Agreement, infringes patents, copyrights or trademarks ("Intellectual Property Claim") of another person or entity.

   (1) The Contractor's obligations under this section shall not extend to the extent any Intellectual Property Claim is based on:

      (a) compliance with any designs, specifications, requirements, or instructions by any Indemnified Party or a third party on Indemnified Part's behalf; or

      (b) the modification of the Contractor's Product by anyone other than Contractor; or

      (c) the amount or duration of use made of Contractor's Product, or services offered by Indemnified Party to external or internal Purchasing Entity, or revenue earned by the Indemnified Party; or

      (d) the combination of the operation, or use of a Contractor's Product with third party products, software or business processes.

   (2) The Indemnified Party shall notify the Contractor promptly after receiving notice of an Intellectual Property Claim. If Indemnified Party fails to notify Contractor promptly of the Intellectual Property Claim, and that failure prejudices Contractor's ability to defend, settle or respond to the Intellectual Property Claim, then Contractor's obligation to defend or indemnify Indemnified Party

with respect to that Intellectual Property Claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide prompt notification shall relieve Contractor of any obligation to reimburse for Indemnified Party's attorneys' fees incurred prior to notification. If the Contractor defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request, information and assistance necessary for such defense.

(3) If an Intellectual Property Claim is made or appears likely, Indemnified Party shall permit Contractor to procure for Indemnified Party the right to continue using Contractor's Product, or to replace or modify the Contractor's Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then Indemnified Party will return and/or cease using Contractor's Product and Contractor will refund to Indemnified Party the remaining net book value of the Contractor's Product calculated according to generally accepted accounting principles.

(4) This Section 40(b) is Contractor's entire obligation and Indemnified Party's exclusive remedy regarding any Intellectual Property Claims.

c. Limitation of Liability. Except for Contractor's obligations under Section 40(a) (General Indemnity) and Section 40(b) (Indemnification – Intellectual Property) notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity (and any Purchasing Entity under the Participating Entity) for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) three million dollars ($3,000,000.00) or (ii) the money paid to Contractor by the Participating Entity under this Master Agreement in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

d. Waiver of Consequential Damages. In no event shall Contractor or its suppliers be liable for any (i) special, exemplary, incidental, indirect or consequential damages, or loss of or damage to data (except for a loss of Purchaser data caused by Contractor's negligence), (ii) loss of: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation, or (iii) wasted expenditure (other than any expenditure necessarily incurred to discharge the innocent party's duty or to mitigate its losses)

41. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

42. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

43. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

44. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

45. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

46. Entire Agreement:

This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted, except for those terms as referenced in this Master Agreement.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

   (1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

   (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

      (a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

      (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

   (1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

   (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More

information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

   (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

   (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

   (3) The Catalog must include a Lead State contract identification number; and

   (4) The Catalog must include detailed product line item descriptions; and

   (5) The Catalog must include pictures when possible; and

   (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

Exhibit 1 – Additional Contractor Terms and Conditions

END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") governs Your Use of Cisco Software and is between You and Cisco. Please read it carefully. The Agreement includes the applicable Cloud Offer Description(s) located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html and SEULA(s) located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html (each, "Supplemental Terms"). Capitalized terms are defined in Section entitled "Definitions" and the order of precedence in the event of conflict is in Section 1 ("Master Agreement Order of Precedence"). Depending on whether the Software is delivered on-premise as Embedded Software or as a Cisco-hosted cloud offering of Cloud Software, certain terms herein may not apply to Your purchase.

By clicking 'accept,' or Using the Software, You agree to the terms of this Agreement. You must have the authority to enter into this Agreement. If You do not have such authority, or if You do not agree with the terms of this Agreement, do not click accept and do not Use the Software. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Software, You may return the Software to the Approved Source, disable or uninstall the Embedded Software and/or cease Your Use of the cloud-hosted Cloud Software and receive a full refund, provided You do so within thirty (30) days of Your initial purchase.

Section 1. License

a. License. Subject to Your payment of the applicable fees to an Approved Source and compliance with this Agreement, Cisco grants You a limited, non-exclusive license to Use the Software and related Documentation for Your internal business purposes only and in accordance with any Supplemental Terms, Order and/or Entitlement. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. The Embedded Software delivered for Use on-premise may contain open source software, and is subject to separate license terms. A list of such open source software and related license agreements can be found at www.cisco.com/go/opensource.

b. Limitations and Restrictions. Unless expressly authorized by Cisco in writing, You will not and will not allow a third party to:

i. Sell, resell, transfer, sublicense, or assign Your rights under this Agreement to any other person or entity (except as expressly provided in Section 1.f below);

ii. modify, adapt or create derivative works of the Software or Documentation;

iii. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as authorized by Cisco ;

iv. make the functionality of the Software available to third parties in a managed or network provisioned service;

v. Use Software that is licensed for a specific device, whether physical or virtual, on another device;

vi. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;

vii. Use the Software on secondhand and/or refurbished Cisco equipment; or

viii. Use the Software on third party hardware unless otherwise set forth in the Documentation (or otherwise authorized by Cisco in writing).

c. Your Use of Cloud-Hosted Software. You will be responsible for the accuracy, quality and legality of Your Customer Data, the means by which You acquired Your Customer Purchasing Entity Data and Your Use of Your Customer Entity Data with our Software. You will not (i) interfere with other customer access to, or use of, the Software, or with the security of the Software; (ii) facilitate the attack or

disruption of the Software, including a denial of service (DoS) attack, unauthorized access, monitoring or crawling or distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware or cancelbots), or (iii) cause an unusual spike or increase in Your use of the Software that Cisco determines fraudulently or negatively impacts the operating capability of the Software. If Your use of the Software requires or permits You to use any Cisco Content, You (and Your agents) may only use such Cisco Content with the Software and with third-party products or services offerings that Cisco has identified as compatible. You will not extract Cisco Content from or use it separate from the Software, nor will you provide Cisco Content to a third party

d. Third Party Use of Software. You may allow a third party to Use the Software licensed to You solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this Agreement. You agree that You are responsible for any breach of this Agreement by that third party.

e. Upgrades and Additional Copies. Notwithstanding anything else in this Agreement, You may not Use Upgrades and additional copies of the Software unless You:

i. hold a valid license to the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and

ii. purchase the Upgrade separately or have a valid support agreement covering the Software, either as part of a subscription or purchased separately; and

iii. Use additional copies *solely* for backup purposes limited to archiving for restoration purposes.

f. Transferability/Assignment. You may only transfer or assign Your license rights to on-premise Embedded Software to another person or entity in accordance with the current Cisco Relicensing/Transfer Policy. Any transfer or assignment other than in accordance with the Transfer Policy will have no effect. Cisco may transfer or assign any of its rights or delegate any of its obligations under this Agreement in its sole discretion.

g. Interoperability. If required by applicable law, Cisco will provide You with the interface information needed to achieve interoperability between the on-premise Embedded Software and another independently created program. Cisco will provide this interface information at Your written request after You pay Cisco's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes the information available.

h. Non-production and Trial Use.

i. We may provide beta versions of the Software for you to evaluate and provide feedback. Beta versions are not generally released and may only be used for limited, temporary purposes ("Beta Software"). The Beta Software may not be used in a production environment. Beta Software is unsupported and may contain bugs, errors, and other issues. You accept Beta Software "AS-IS," without warranty of any kind, and Cisco is not responsible for any problems or issues related to Your use. You understand that the Beta Software may never be generally available and we may discontinue it in our sole discretion at any time for any reason and delete any Customer Data or other data without liability to You. Your Use of the Beta Software is valid for thirty (30) days from the date it is made available to You. You will be invoiced for the list price if You do not return or stop Using it. You may not publish any results of benchmark tests run on the Beta Software without first obtaining written approval from Cisco.

ii. We may also give You trial access to generally-available Software. Any trial period will expire in thirty (30) days unless otherwise stated in writing from Cisco. Trials are also provided "AS-IS" without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may terminate the trial and deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information and files for any reason.

Section 2. Fees and Payment

Fees for the Software are set out in Your purchase terms with Your Approved Source. Fees are non-refundable and payment obligations are non-cancelable, except as provided here, in Your purchase terms, or where prohibited by law.

Section 3. Ownership and Your Data

a. **What We Own.** Cisco and its licensors retain ownership of all intellectual property rights in and to the Software and its underlying technology and associated Documentation (together, "Materials"), including all improvements, enhancements, modifications, and derivative works. Cisco reserves all rights to the Materials that are not expressly granted under this Agreement or the Supplemental Terms.

b. **What You Own and What You Do with It**. You retain all right, title and interest in and to Customer Data. You authorize Cisco to use any feedback or ideas You provide in connection with Your Use of the Software for any purpose. You represent that all account information You provide is accurate and will be kept up-to-date and that You will use reasonable means to protect Your account from any unauthorized use or access, and promptly notify Cisco of any such use or access.

c. **How We Use Your Data**. Cisco will process Customer Data and Personal Data in accordance with this Agreement, Cisco's Privacy Statement, and the applicable Supplemental Terms. Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Customer Data we process. Certain Data that Cisco collects from the Software, or that You provide or make accessible to Cisco as part of Your use of the Software, is necessary for the essential use and functionality of such Software. Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security and functionality of the Software. For those reasons, You may not be able to opt out from some of the Data collection other than by uninstalling, disabling or ceasing use of the Software.

i. **Use of Telemetry Data and Statistical Data.** Cisco may process Telemetry Data related to Your use of the Software in order to (i) deliver, enhance, improve, customize, support, and/or analyze the Software and other Cisco offerings, and (ii) derive Statistical Data. Cisco may freely use Telemetry Data that does not identify You or any of Your Authorized Users. Statistical Data is owned by Cisco and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Software.

ii. **International Data Transfers**. Cisco may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of their Personal Data by the Software, including international transfers. Cisco will only transfer Personal Data consistent with applicable law. If Cisco processes Personal Data from the EEA or Switzerland on Your behalf, we will do so in a manner consistent with the relevant EU- or Swiss-US Privacy Shield Principles ("Principles") (see www.commerce.gov/privacyshield) or successor frameworks. If Cisco transfers Personal Data from an APEC Member Economy on Your behalf, Cisco will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see www.cbprs.org) to the extent the requirements are applicable to Cisco's processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing.

Section 4. Software Support

We will provide basic technical support for subscription Cloud and Embedded Software, as described in the Supplemental Terms. Higher levels of support for subscription Software, and support for perpetual Software is separately available for purchase.

Section 5. Term and Termination

a. Your right to Use the Software begins on the date (i) the on-premise Embedded Software is made available for download or installation, or (ii) You receive notice that the cloud hosted Cloud Software is provisioned or available for Your use , and continues until the end of the term specified in the Order or Entitlement, unless otherwise terminated in accordance with this Agreement ("Initial Term").

If the Software is licensed for use both on-premise and cloud-hosted, Your right to Use begins on the earlier of the date the Software is made available for download or is ready for provisioning.

b. Software subscriptions will automatically renew for the renewal period selected on the Order ("Renewal Term") unless (i) either party notifies the other (including via the Approved Source) in writing at least thirty (30) days before the end of the then-current term of its intention not to renew or (ii) You or Your Approved Source elect on the Order at the time of initial purchase not to auto-renew the Software subscriptions. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Approved Source promptly notify us in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the Software subscription will terminate at the end of the Initial Term.

c. If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Cisco also has the right to immediately suspend or terminate Your use of the Software if You breach Section 1.c or Section 1.a or 1.b above. Upon termination or expiration of this Agreement, You must cease any further use of the Software and destroy any copies within Your control. Upon any termination by You for Cisco's material breach of the Agreement, we will refund to You or Your Approved Source any prepaid fees covering the remainder of the Term after the effective date of termination. Upon any termination by Cisco for Your material breach of the Agreement, You will pay Cisco or Your Approved Source any unpaid fees covering the remainder of the Term.

d. Cisco reserves the right to end the life ("EOL") of the Software by providing prior written notice by posting at http://www.cisco.com/c/en/us/products/index.html. If You or Your Approved Source prepaid a license fee for Your Use of EOL Cloud Software, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Software. If Cisco does not have a substantially similar Cloud Service, then Cisco will credit You any unused portion of the prepaid fee for such Cloud Service, calculated from the last date the Cloud Service is available. Such credit can be applied towards the future purchase of Cisco products.

Section 6. General Provisions

a. Audit. During the license term for the Software and for a period of three (3) years after its expiration or termination, you will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this Agreement. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You or Your Approved Source will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

b. Survival. Sections 1.b, 3, 5, 6.a, 6.b, 6.d, 6.g shall survive termination or expiration of this Agreement.

c. Subcontracting. We may also subcontract any performance associated with the Software to third parties. Any such subcontract will not relieve Cisco of any of its obligations under this Agreement.
US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

d. Modifications. As our business evolves, we may change this Agreement or any of its components (except an Order). Changes to the Agreement will only apply to future Orders.

e. **Compliance with Law.** You will comply with all applicable laws and regulations related to Your receipt and use of the Software. You must ensure You have the right to use all features of the Software in Your jurisdiction. Cisco will comply with all applicable laws in the provision of the Software to You. We may restrict the availability of the Software in any particular location or modify or discontinue features to comply with applicable laws and regulations. Cisco may also share information as necessary to comply with laws and subject to Cisco's policy on law enforcement requests found at http://www.cisco.com/c/en/us/about/trust-transparency-center/validation/report.html.

f. **Integration.** If any portion of this Agreement is not enforceable, it will not affect any other terms. Except as expressly stated in a signed agreement, this Agreement, together with any Supplemental Terms is the complete agreement between the parties with respect to the Software and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) regarding this subject matter. In the event of any conflict, the order of precedence is: i) Supplemental Terms; ii) this Agreement; then iii) any applicable policies referenced in this Agreement. The parties agree that the English version of the Agreement will govern in the event of a conflict between it and any version translated into another language.

Definitions

"Administrative Data" means data related to Your employees or representatives to administer or manage Your use of the Software. Administrative Data may include Personal Data and information about our contractual commitments, whether collected at the time of the initial registration or thereafter.

"Approved Source" means Cisco or a Cisco authorized reseller, distributor or systems integrator, including a Fulfillment Partner under the NASPO ValuePoint Master Agreement Terms and Conditions.

"**Authorized User**" means the individuals authorized by You to access the Software.

"Cisco" "we," "our" or "us" means Cisco Systems, Inc. or its applicable affiliate, the Contractor under the NASPO ValuePoint Master Agreement Terms and Conditions.

"Cisco Content" means any Cisco-provided content or data including, but not limited to, geographic and domain information, rules, signatures, threat intelligence or other threat data feeds, suspicious URLs and IP address data feeds.

"**Cloud Software**" means a Cisco-hosted software offering as described in the applicable Cloud Offering Description purchased by You.

"**Confidential Information**" means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential or should be reasonably assumed as confidential given the nature of the information and the circumstances of disclosure.

"Customer Data" means Purchasing Entity Data in the NASPO ValuePoint Master Agreement Terms and Conditions.

"Data" means Telemetry Data and Statistical Data.

"**Documentation**" means the Cisco user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Software.

"**Entitlement**" means the license detail, including license metric, duration, and quantity provided in a product ID (PID) published on Cisco's price list, claim certificate or right to use notification.

"Force Majeure Event" means an event beyond the affected party's reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, epidemic, pandemic, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

"Cloud Offer Description(s)" means the additional terms and conditions applicable to the specific cloud-hosted Software licensed under this Agreement (located here).

"**Order**" means an ordering document (including a web or other electronic form) that specifies the duration, type/product ID (PID) and quantity of Software to be provided and the associated fees.

"Personal Data" has the same meaning in the NASPO ValuePoint Master Agreement Terms and Conditions.

"SEULA" means the Supplemental End User License Agreement containing additional terms and conditions for the on-premise Software licensed under this Agreement (located here).

"**Software**" means the binary image of Cisco computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted purchased from an Approved Source. Software may be either Embedded Software or Cloud Software.

"Statistical Data" means any information/data that Cisco derives from Customer Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

"Telemetry Data" means information generated by instrumentation and logging systems created through the use and operation of Cisco products and services.

"**Upgrades**" means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

"**Use**" or "**Using**" means to download, install, activate, access or otherwise use the Software

"**You**" or "**Your**" means the Purchasing Entity purchasing the Software pursuant to the NASPO ValuePoint Master Agreement Terms and Conditions and applicable Participating Addendum.

Exhibit 2 -Additional Contractor Terms and Conditions

Services Exhibit

This Services Exhibit governs all Orders for Services placed under the NASPO Master Agreement Terms and Conditions ("NASPO Master Agreement"). This Services Exhibit consists of the terms set forth in Exhibit 2 (including its attachments) and the Service Description Purchasing Entity may elect to purchase.

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1. DEFINITIONS

Terms not defined in the body of the NASPO Master Agreement are those set out in the Glossary of Terms at the end of this Exhibit 2.

2. SCOPE

This Exhibit describes the terms and conditions for (a) Direct Purchases from Cisco by Customer of Services, and (b) delivery by Cisco of the Services according to the options ordered by Customer or otherwise provided by Cisco to Customer. Cisco will provide Services for Products and Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.

3. PRICING

For direct purchases from Cisco, and subsequent Equipment List renewals, prices for Services shall be those specified in Cisco's then-current Price List less any applicable contract discount in effect under the NASPO Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfilment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the NASPO Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates. Subject to the price discount floor established by Cisco under the NASPO Master Agreement, for indirect purchases, Fulfillment Partners are free to determine their resale prices unilaterally.

Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services

In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non contract service rates.

4. INVOICING

Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.

5. TERM AND TERMINATION

a. The term of an Equipment List shall commence on the date set forth on such Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance. The term of an Equipment List shall be for a period of one year and shall be renewed automatically for

successive one year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one year term.

b. The term of each SOW shall be stated in the SOW.

c. Any Equipment List or SOW may be terminated if Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, or otherwise in accordance with the termination provisions set out in the Agreement.

d. Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon thirty (30) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.

e. Upon termination of any Equipment List, or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed-upon prices, fees, and expense reimbursement rates.

f. Firm Orders for Services under this Services Exhibit placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the NASPO Master Agreement and this Services Exhibit for any other Services.

6. [INTENTIONALLY LEFT BLANK]

7. LICENSES

a. Subject to Customer's compliance with the terms of this Services Exhibit, any applicable AS Service Description or SOW, and the End User License Agreement (**EULA**) set forth in Exhibit 1, Cisco grants to Customer a worldwide, non-exclusive and non-transferable license to use for Customer's internal business use only: (i) Software provided as a result of Services, if any, solely in object code form; (ii) other Deliverables specified in an applicable AS Service Description or SOW, if any, and (iii) Data Collection Tools, if any (collectively and individually, the "**Licensed Materials**"). In addition, Cisco grants to Customer a right to modify and create derivative works of any Scripts provided by Cisco to Customer pursuant to this Services Exhibit, solely for Customer's internal business use. These license grants do not include the right to sublicense; provided that Customer may permit its suppliers, subcontractors and other related third parties to use the Licensed Materials solely on Customer's behalf for Customer's benefit, provided that Customer ensures that any such use is subject to license restrictions and confidentiality obligations at least as protective of Cisco's rights in such Licensed Materials as are specified in this Agreement.

b. Nothing in this Agreement, any AS Service Description or any SOW shall alter or affect the Intellectual Property rights and/or licenses provided with any Cisco Products.

c. Customer hereby grants to Cisco a perpetual, irrevocable, royalty free, worldwide right and license to all Intellectual Property in the Customer Feedback (as defined below) to use and incorporate Customer Feedback into any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology, and to use, make, have made, offer to sell, sell, copy, distribute and create derivative works of such Customer Feedback for any and all purposes whatsoever, and Customer acknowledges and agrees that it will obtain no rights in or to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology as a result of Cisco's use of any such Customer Feedback. For purposes of this Agreement, "**Customer Feedback**" means all oral or written communications regarding improvements or changes to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology that Customer provides to Cisco.

8. OWNERSHIP

a. Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of this Agreement ("**Pre-Existing Technology**").

b. Except as otherwise expressly set forth in applicable SOW, Cisco owns and will continue to own all right, title and interest in and to the Services, Products, Deliverables, Data Collection Tools, Reports, Scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by Cisco (or a third party acting on Cisco's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property in any of the foregoing (collectively, "**Cisco Intellectual Property**").

c. As between Customer and Cisco, Customer shall at all times retain all right, title and interest in and to all of Customer's Pre-Existing Technology and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter, other than Cisco Intellectual Property. Third Party Products shall at all times be owned by the applicable third party, and will be subject to any applicable third party license terms.

9. SUBCONTRACTING

Cisco reserves the right to subcontract Services to a third-party organization to provide Services to Customer. Any such subcontract shall not relieve Cisco of any of its obligations under this Services Exhibit or the NASPO Master Agreement.

EXHIBIT 2 -- ATTACHMENT 1

GLOSSARY OF TERMS

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the Services set forth in the AS Service Description(s) found at http://www.cisco.com/go/servicedescriptions and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smart Net Total Care or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the description of the Advanced Services available from Cisco, which are available at http://www.cisco.com/go/servicedescriptions and which are incorporated in this Agreement by reference.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco means Contractor under the NASPO Master Agreement.

Customer means Purchasing Entity under the NASPO Master Agreement.

Data Collection Tools means Hardware and/or Software tools that support Cisco's ability to provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Advanced Services.

Depot Time or **Local Time** means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items to be delivered by Cisco to Customer as set forth in an applicable AS Service Description and/or SOW, including, without limitation, any Software, Reports, Data Collection Tools, and/or Scripts.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

(i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.

(ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Indirect Purchases means purchases of Services by Customer through an Authorized Channel.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

Reports means reports, recommendations, network configuration diagrams, and related non-Software Deliverables provided by Cisco to Customer pursuant to this Agreement.

Scripts means software scripts, macros and batch files provided by Cisco to Customer pursuant to this Agreement.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: http://www.cisco.com/go/servicedescriptions

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated into this Services Exhibit by reference.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at http://www.cisco.com/go/servicedescriptions.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party hardware and/or software, and all upgrades/updates thereto, that are designated by Cisco as required for:

(i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and

(ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

(i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.

(ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

EXHIBIT 2 -- ATTACHMENT 2

CISCO SEVERITY AND ESCALATION GUIDELINES

Customer shall assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network is down or there is a critical impact to Customer's business operation. Customer and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable Network performance. Customer and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. Customer and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Cisco Escalation Guideline

*Elapsed Time**	*Severity 1*	*Severity 2*	*Severity 3*	*Severity 4*
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President, Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President, Customer Advocacy		
72 hours			Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

*Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

EXHIBIT 2 -- ATTACHMENT 3

SERVICES NOT COVERED

Services that are not expressly set forth in the applicable Service Description or Statement of Work document are not covered under such Service Description or Statement of Work, including, without limitation, the following:

1. Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
2. Any customization of, or labor to install, Software and Hardware (including installation of Updates).
3. Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
4. Electrical or site work external to the Products.
5. Any expenses incurred to visit End User's location, except as required during escalation of problems by Cisco.
6. Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
7. Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless End User has troubleshot failed Hardware down to the FRU level.
8. Services performed at domestic residences.
9. Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (a) natural causes; (b) environmental failures; (c) your failure to take any required actions; (d) a negligent or willful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (e) an act or omission of a third party.
10. Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
11. Services for non-Cisco Software installed on any Cisco Product.
12. Any Hardware or third party product upgrade required to run new or updated Software.
13. Erasure or other removal of any customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by Cisco.
14. Additional Services are provided at the then-current time and materials rates.
15. Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
16. Application Software is not supported as part of the SMARTnet support services provided by Cisco and is only supported under a separate service description.

The non-entitlement policies posted at http://www.cisco.com/go/warranty are hereby incorporated into this Agreement by this reference.

Capitalized terms are defined in the Glossary of Terms, or may be as set forth in the applicable Service Description or Statement of Work.

Attachment B – Scope of Services Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.1: UNIFIED COMMUNICATIONS (UC).

A set of products that provides a consistent unified user interface and user experience across multiple devices and modes of communications. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and meeting solutions (i.e., web, audio, IM&P, file sharing, white boarding, guest support, etc.). It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- PSTN Access resiliency
- Call Processing Redundancy
- Optional Branch Office Survivability Services

1.1.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Enterprise Telephony Features (CFx, Transfer, CID, Shared line appearance, One Number Service, etc.)
- Provide basic hunt group and call queuing capabilities
- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone
- E911 Support
    - National E911 Routing Services (proper PSAP routing when PSTN access is centralized)
    - 911 Device Tracking Services
    - 911 On-Site Notification Services

1.1.2 Instant messaging/ Presence — Solutions that allow communication over the Internet Protocol, within the enterprise, and remotely, as well as with guest users that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers, Desktop (Windows/Mac/VDI/Linux), Mobile/Smartphone, Tablet, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

- IM Persistency / Workstream Collab
- File Sharing Services, Desktop Sharing Services

1.1.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)
- ASR / Transcription Services for recorded messages

1.1.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities, outbound call/contact center and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic routing management.

1.1.5 Communications End Points and Applications

- Attendant Consoles (Telephone Station)
- IP Phones (desktop devices and accessories)
- Room Based Conferencing Endpoints (Conf Phones, SparkBoard, JamBoard, Surface Hub)

1.1.6 UC Network Monitoring — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, accounting/billing, analytics (capacity planning), contact center specialized reports (utilization, queue KIIs, call abandonment rations, etc.), and business intelligence reporting.

1.1.7 Collaboration — Voice, video, workstream collaboration, and web conferencing; messaging; mobile applications; and enterprise social software. Doesn't include the audio visional software or hardware.

1.1.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

1.1.9 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to a very large number of end-users (i.e., quarterly all hands meetings/webinar) with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

Category 1.2: NETWORKING.

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages)

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) **—** An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE.

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding

- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management - Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data- at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. NetFlow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- NetFlow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support

- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability

- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel

- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

Category 1.5: FACILITY MANAGEMENT, MONITORING, AND CONTROL.

Technology utilized in the management, monitoring and control of facilities. Technologies include:

a. Access control systems
b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
c. Response systems such as alert systems, desktop monitoring systems, radios, and digital signage.
d. Building and energy controls

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
   i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
   ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
   iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Fulfillment Partner's Services — Provided by Contractor's Fulfillment Partners.

a. Subject to Contractor's approval and the certifications held by its Fulfillment Partner, many Fulfillment Partners can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. Contractor, as the prime, has sole discretion to determine what Services as listed above may be provided by the Fulfillment Partners. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Fulfillment Partners. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Fulfillment Partners.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

Attachment C - Pricing Discounts & Value Added Services

Contractor ***Cisco Systems, Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude Contractor and/or its Fulfillment Partners from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing Entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall only include offers that are in contract scope and within the awarded categories. Quotes to eligible Purchasing Entities shall be based on the then-current approved price catalog as posted on the NASPO ValuePoint's website as well as the Contractor's mandatory contract webpage.

Section 2: Minimum Discount % off List	
Category 1.1 Unified Communications (UC)	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.2 Networking	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.3 Routers, Switches, Secuirty, and Networking Storage	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.4 Wireless	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.5 Facility Management, Monitoring, and Control	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%

Section 3: Value Added Services

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	Non-Packaged (i.e. not SMART Total Care); Not-To-Exceed (NTE) Rates	$600.00	$525.00	$600.00	$525.00	$600.00	$525.00
Professional Services	i.e. Cisco Advanced Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Deployment Services	i.e. Cisco Implementation Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Consulting Advisory Services	i.e. Cisco Advisory Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Architectural Design Services	i.e. Cisco Advanced Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Statement of Work Services	i.e. Cisco Advanced Services, IoT, NTE	$743.17	$661.17	$743.17	$661.17	$743.17	$661.17
Partner Services	Basic Install & Config Only (i.e. rack & stack, cabling, etc.), IoT, NTE	$600.00	$525.00	$600.00	$525.00	$600.00	$525.00
Training Deployment Services	i.e. Software Adoption, Cisco Training Services, NTE	$600.00	$525.00	$600.00	$525.00	$600.00	$525.00

Att

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NASPO ValuePoint

PARTICIPATING ADDENDUM

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of **Utah**

Master Agreement #: AR3227

Contractor: **Cisco Systems, Inc. (Contractor)**

Participating Entity: **State of Florida, Department of Management Services (Department)**

Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and Cisco Systems, Inc. are collectively referred to herein as the "Parties."

2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.

3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

   This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

   In the event of conflict, the following order of priority governs:

   a) This Participating Addendum and all Amendments, with the latest issued having priority;

   b) Exhibit A: Additional Special Contract Conditions;

   c) Exhibit B: Special Contract Conditions;

   d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;

   e) Attachment B: Scope Awarded to Contractor

   f) Attachment C: Pricing Discounts and Value-Added Services

   g) An Order issued against the ACS;

   h) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions, Exhibits 1 and 2;

   i) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;

   j) The Contractor's response to the Solicitation, as revised (if permitted) and accepted

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4. **Term of the Participating Addendum:**

   a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.

   b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

5. **Product and Service Offering:** The Contractor is authorized to provide the Products and Services set forth in Attachment C of the Master Price Agreement AR3227 as follows:

   - Category 1.1: Unified Communications
   - Category 1.2: Networking
   - Category 1.3: Routers, Switches, Security, and Storage Networking
   - Category 1.4: Wireless
   - Category 1.5: Facility Management, Monitoring, and Control

   Value Added Services are permitted under this PA to the extent they are within the scope of the Master Agreement, and do not overlap with services offered through a state term contract, agency customers are obligated to use the state term contract(s) to purchase the service(s).

6. **Master Price Agreement Number:** All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3227 and Participating Addendum/ACS number: 43220000-NASPO-19-ACS.

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7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	**Gigi Feril**
Address:	**170 West Tasman Dr. San Jose CA 95134**
Telephone:	**(408) 424-0712**
Email:	**nvp-help@cisco.com**

State of Florida

Name:	**Christia Nunnery**
Address:	**4050 Esplanade Way, Tallahassee Florida 32399**
Telephone:	**850-488-8367**
Email:	**Christia.nunnery@dms.myflorida.com**

8. **Participating State or Entity Terms and Conditions**

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions
Exhibit B – Special Contract Conditions

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IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State: **State of Florida**	Contractor: **Cisco Systems, Inc.**
By: DocuSigned by: Tami Fillyaw 991459A211104A3...	By: DocuSigned by: Jennifer Pate 1F6559B1886841F...
Name: Tami Fillyaw	Name: Jennifer Pate
Title: Chief of Staff	Title: Authorized Signatory
Date: 6/9/2021 | 9:37 PM EDT	Date: 6/8/2021 | 1:23 PM PDT



ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement and ACS terms and conditions. These modifications or additions apply only to actions and relationships within the ACS.

Upon execution of the ACS, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

A. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.

B. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 4322000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this ACS, including all Exhibits.

C. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this ACS, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

D. The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

E. Product and Service Offerings: The Contractor is authorized to provide Products and Services as referenced in Section 5 of the Participating Addendum (PA). Any Product or Service offerings not listed are not approved.

F. Employment Eligibility Verification: The language of subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

G. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.

H. Orders: Any Order placed by a Customer for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under and governed by the terms and conditions of the ACS. A Customer may request more stringent terms than provided in this PA. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, signed by both parties, and integrated into the ACS order of precedence as reflected on the PA.

I. Electronic Invoicing: The Contractor or Fulfillment Partner(s) may supply electronic invoices in lieu of paper- based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

   a. EDI (Electronic Data Interchange)
      This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

   b. PO Flip via AN
      The online process allows Contractors or Fulfillment Partner(s) to submit invoices via the AN for catalog and non-catalog goods and services. Contractors or Fulfillment Partner(s) have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

   For the purposes of this section, the Contractor or Fulfillment Partner(s) warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor or Fulfillment Partner(s) warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's or Fulfillment Partner(s) trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor or Fulfillment Partner(s) under the contract.

   The Contractor or Fulfillment Partner(s) will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

J. Product Installation & Invoicing: Contractor or Fulfillment Partner(s) will provide timely billing and Customer will notify Contractor or Fulfillment Partner(s), in writing, of any billing concern.

K. Contract Reporting: The Contractor shall report information on orders received from Customers associated with the ACS.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	20 calendar days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under the ACS.

a. Contract Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 30 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due October 30th.

Quarter 2 - (October-December) – due January 30th.

Quarter 3 - (January-March) – due April 30th.

Quarter 4 - (April-June) – due July 30th.

Quarterly reporting requirements begin the date of ACS execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the FL DMS Quarterly Sales Report Form. The report will include all sales (invoiced) from Customers received (associated with this ACS) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this ACS may be terminated for convenience or the Department may choose to not renew the ACS.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

b. MFMP Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 20 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP

website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

L. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

M. Financial Consequences: The following financial consequences will be assessed for nonperformance of the Quarterly Sales Report and Monthly Transaction Fee Report requirements. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal. These consequences for non-performance are not to be considered penalties.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 30th calendar day after close of a quarter.	100%	Quarterly	$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 20th calendar day after close of the period.	100%	Monthly	$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

N. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

a. Program compliance
b. Program trending review
c. Savings report: Hard dollar and soft dollar
d. Spend report
e. Subcontractor and contingent staff performance
f. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and PA termination.

O. Resellers/Partners: The Contractor may use resellers/partners which includes, but is not limited to, Fulfillment Partner(s), in order to provide equipment and services. All such resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within the ACS and the Customer Order, including work performed by a reseller/partner. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the ACS and the Customer Order The Contractor agrees for all such resellers/partners providing commodities and performing services in furtherance of the Contract, the Contractor agrees to include a requirement in all reseller/partner agreements to adhere to all Contract terms. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com

P. All licenses obtained under this ACS shall be transferable to the extent necessary for any Customer reorganization under section 20.06, Florida Statutes.

Q. The following modifications are made to Exhibit B, Special Contract Conditions:

i. Exhibit B, Special Contract Conditions Section 6.4.2, Rejected Commodities, is hereby deleted and replaced in its entirety with the following:

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within thirty (30) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will

reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

ii. Exhibit B, Special Contract Conditions Section 7.2, General Liability Insurance, is hereby deleted and replaced in its entirety with the following:

7.2 General Liability Insurance
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations with limits of $2,000,000 per occurrence and $4,000,000 annual aggregate. This insurance must provide coverage for claims that arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract for liabilities that fall within Contractor's indemnity obligations under this Contract and that are covered by such insurance.

iii. Exhibit B, Special Contract Conditions Section 7.3, Florida Authorized Insurers, is hereby deleted and replaced in its entirety with the following:

7.3 Florida Authorized Insurers
All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all required coverage is in place and showing the Department to be an additional insured as required by Section 7.2 above.

iv. Exhibit B, Special Contract Conditions Section 7.5, Indemnification, is hereby deleted and replaced in its entirety with the following:

7.5 Indemnification

7.5.1 General Indemnity
Contractor shall defend, indemnify and hold harmless the Customer and the State of Florida, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all fines, claims, assessments, suits, judgments, losses, liabilities, damages, and expenses (including, without limitation, consequential, special, indirect, and punitive damages, including, court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), including without limitation, those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the acts or omissions of the Contractor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the Customer's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor hereunder, the damages and expenses (including, without limitation, reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the Contractor and the Customer in such proportion as jointly determined by

the Contractor and the Customer. Such determination of proportionality shall appropriately reflect the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the Contractor shall be proportionately reduced based upon the Customer and Contractor's joint agreement determining the proportion of damages and expenses to be reallocated.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. The foregoing indemnification obligations are conditioned upon the Customer promptly notifying the Contractor in writing of the claim, suit or proceeding for which the Contractor is obligated under this Section, cooperating with, assisting and providing information to, the Contractor as reasonably required, and granting the Contractor the right to defend or settle such claim, suit or proceeding.

7.5.2 Intellectual Property Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, (including, without limitation, consequential, special, indirect, and punitive damages including court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), arising from or related to an Intellectual Property Rights Claim ("IPR Claim") that any product or service supplied under this Agreement violates or infringes Third Party Intellectual Property Rights ("IPR"). Contractor's obligations to defend the IPR Claim and indemnify the Customer and the State of Florida, are conditional upon:

- Customer notifying Contractor promptly in writing of the IPR Claim or threat thereof;
- Customer giving Contractor authority to defend and settle the IPR Claim and any subsequent appeal; and
- Customer giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

Third Party IPR as used within this section means a United States copyright existing as at the Effective Date or a United States patent issued as at the Effective Date.

If an IPR Claim has been made, or in Contractor 's opinion is likely to be made, Contractor agrees, at Contractor 's option and expense, either to: (a) procure for Customer the right to continue using the Product; or (b) replace or modify the Product so that there is no longer an infringement. In the event Contractor, using all available resources and best efforts, is unable to resolve the IPR claim and/or implement one of these two options, Contractor shall provide the Department and Customers with 10 business days advance written notice of Contractor's need to terminate both the Contractor's and Customer's respective rights and obligations under the Customer's agreement with regard to the product or service. Customer will promptly return the product to Contractor and or discontinue use of the service. Contractor will refund to Customer a prorated portion of the amount paid for the products or services for the remainder of the unexpired usage term.

Notwithstanding the foregoing, Contractor has no obligation or liability for any IPR Claim arising from a Customer performing any of the following:

- Combining, operating, or using a product or service supplied under this Agreement with any product, device, or software not supplied by Contractor which results in an IPR Claim issued for the Contractor provided product or service;
- Altering or modifying any product or service supplied under this Agreement which results in an IPR Claim issued for that product or service;
- Requiring Contractor comply with Customer's designs, specifications, requests, or instructions which results in an IPR Claim issued for that product or service; or
- Continuing to use the product or service as is after Contractor has notified Customer in writing of the requirement to implement modifications or changes capable of being made by the Customer in or to the product or service to avoid such an IPR Claim and failing to utilize the replacement product or service offered by Contractor; or
- Revenue generating activities or earnings made by Customer from services that it provides to external or internal customers that makes use of the product or services where such revenue generating activities results in the IPR claim issued for that product or service.

This Section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of Customer, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights. The Customer and the Department, however, shall maintain all other rights and remedies available under this Contract and under state or federal law as may be applicable to an infringement or alleged infringement of any intellectual property or proprietary rights.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties.

v. Exhibit B, Special Contract Conditions Subsection 8.4.1, Ownership, is hereby deleted and replaced in its entirety with the following:

8.4.1 Ownership.
The parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, except as otherwise expressly set forth in an applicable Statement of Work ("SOW") and unless specifically addressed otherwise in the Contract, the State of Florida shall retain all intellectual property rights to its data and property. Cisco and its licensors retain ownership in all intellectual property rights in and to the Cisco Content Software, Cloud Service and all underlying technology and associated documentation related thereto.

vi. Exhibit B, Special Contract Conditions Section 9, Data Security, is hereby deleted and replaced in its entirety with the following:

9 Data Security
The Contractor will implement measures designed to maintain the security of Customer data received from the Customer or its users ("State of Florida Data") including, but not limited to, following 'clean desk' practices and ensuring that State of Florida Data is not left unattended at public workspaces and ensuring State of Florida Data is stored and secured when not in use. Contractor and its subcontractors cannot guarantee that all of its products and services will be performed inside the United States, and cannot guarantee that State of Florida Data will only be accessed within the United States. Contractor will continuously provide the Department and Customers with the most accurate and current information about which of services and products available under

this Contract cannot be performed inside the United States and/or may require State of Florida Data to be sent, transmitted, or accessed outside of the United States. When Contractor provides cloud computing, as defined in Rule 60GG-4.002(4)(b), F.A.C., Contractor agrees to cooperate with the Customer and perform all actions necessary to assist with all tasks in furtherance of the Customer's efforts to comply with the obligations under Rule 60GG-4, F.A.C., as applicable.

In the event of a Security Breach involving State of Florida Data attributable to the Customer or its users, the Contractor shall give notice to the Customer at the address provided by the Customer and the Department within forty-eight (48) hours of the Security Breach. A Security Breach, for purposes of this section, will refer to a confirmed event that compromises the confidentiality, integrity, or availability of State of Florida data ("Security Breach"). Once a Security Breach has been contained, the Contractor must provide the Department with a post-incident report documenting all relevant containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party, approved by both Parties (such approval shall not be unreasonably withheld), to audit Contractor's findings and produce an independent report. The Contractor shall cooperate in good faith with the third party audit, which shall take place on the specific start date agreed to by the Parties, occur during normal working hours, and be performed in accordance with the Contractor's facility access procedures where facility access is required. Release statements shall not be required for the Department or its designee to conduct such audits. The scope, duration, and location of the audit will be jointly determined by the Parties based upon the Security Breach being audited, and such approval shall not be unreasonably withheld. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information applicable to Contractor or the services provided under this Contract. The Contractor will make available to Customers and the Department information about which of its offers are HIPAA compliant, and the Customer will provide Contractor with notice that protected health information may be shared with Contractor.

Except for any liability which cannot be limited or excluded under mandatory applicable law, Cisco shall be liable for any and all claims, losses, liabilities, damages, and expenses arising out of or in connection with a claim, suit or proceeding brought by a third party based upon a Security Breach (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise). Such liability shall not exceed $1,000,000.00 (one million dollars) in U.S. dollars per Event and $10,000,000.00 (ten million dollars) in the aggregate for all claims arising under this Agreement. For purposes of determining the liability due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single Event ("Event").

vii. Exhibit B, Special Contract Conditions Section 11.3.2, Liquidated Damages, is hereby deleted in its entirety.

viii. Exhibit B, Special Contract Conditions subsection 13.1, Background Check, is hereby deleted and replaced in its entirety with the following:

13.1 Background Check.
The Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, agents, representatives, and subcontractors operating under its direction with Access to State

of Florida Data. The Contractor agrees such screening will be done before an individual is provided Access to state of Florida data. The cost of the background check will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

Access as referenced in this subsection shall mean review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

ix. Exhibit B, Special Contract Conditions subsection 13.2, E-Verify, is hereby deleted and replaced in its entirety with the following:

13.2 Employment Eligibility Verification.
The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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CONTRACT AMENDMENT NO.: 1
Contract No.: 43220000-NASPO-19-ACS
Contract Name: Data Communications Products and Services

This Contract Amendment to Contract No. 43220000-NASPO-19-ACS ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Cisco Systems, Inc. ("Contractor"), with its principal place of business located at 170 W. Tasman Drive, San Jose, CA 95134 collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on June 9, 2021, for the provision of Data Communications Products and Services;

WHEREAS the Master Agreement was renewed for a period of two years, with a new Master Agreement expiration date of September 30, 2026, and;

WHEREAS the Parties agree to renew the Contract as provided for in Exhibit B, Special Contract Conditions, subsection 2.2, Renewal; and;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of two years pursuant to the same terms and conditions of the Contract and any executed written amendments, with a new Contract expiration date of September 30, 2026**.**

II. Contract Amendment. Exhibit A, Additional Special Contract Conditions is hereby amended to add Section R. Statutory Certifications, which is hereby added with the following terms:

R. Statutory Certifications. The following additions are made to Exhibit B, Special Contract Conditions.

5.7 Foreign Country of Concern Attestation.
If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

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5.9 Vendor Certification Form.
Upon the effective date of this Contract Amendment, and each year on the anniversary date of the Contract Amendment, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract as a result of changes to Contractor's responses to PUR 7801 (including potential inability to renew the Contract due to section 287.138, F.S.) or if it becomes aware that its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists.

5.10 Forced Labor Certification.
The Contractor is hereby informed of the provisions of section 287.1346, F.S. that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S. The Contractor will submit, prior to entering into or renewing the Contract, PUR 2024, Part B from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. In accordance with section 287.1346, F.S., the vendor certifies it, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. The Department may, at its option, terminate the Contract if the Contractor is placed on the forced labor vendor list.

5.11 Coercive Labor or Services.
The Contractor will submit, prior to executing, renewing, or extending the Contract, PUR 2024, Part A from an officer or representative of the nongovernmental entity, attesting that the nongovernmental entity does not use coercion for labor or services as defined in section 787.06, F.S.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

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CONTRACT AMENDMENT NO.: 1
Contract No.: 43220000-NASPO-19-ACS
Contract Name: Data Communications Products and Services

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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CONTRACT AMENDMENT NO.: 1
Contract No.: 43220000-NASPO-19-ACS
Contract Name: Data Communications Products and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Pedro Allende C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 9/30/2024 | 3:26 PM EDT

Contractor:
Cisco Systems, Inc.

By: Signed by: Jenn Baenziger 067AE6A86D1D40C...

Name: Jenn Baenziger
Title: Authorized Signatory
Date: 9/27/2024 | 4:56 PM EDT

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EXHIBIT II

Current Contract Price List

https://www.cisco.com/c/en/us/solutions/industries/government/us-government-solutions-services/resources/government-contracts-funding-vehicles/state-local-government-contracts/naspo-valuepoint-datacom-AR3227/pricelist.html

EXHIBIT III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Exhibit V

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Data Communications Products and Services
Contract Number: 43220000-NASPO-19-ACS
Contractor Name: Cisco Systems Inc.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl+M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl+Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served (SEE ABOVE)	Approved Date (DMS USE ONLY)
Acordis International Corp	http://acordiscorp.com/	Alex Levchuk	alevchuk@acordiscorp.com	954-272-9853		2785 North Commerce Pkwy	Miramar	FL	33025		Statewide	6/14/2021
Advizex Technologies, LLC	https://advizex.com/	Kate Wirth	kwirth@advizex.com	216-901-1818		6480 Rockside Woods Blvfd. South, Suite 190	Independence	OH	44131		Statewide	1/14/2025
AIP US, LLC	http://www.aip-us.com/	Min Wang	mwang@aip-us.com	703-861-6427		27 Bleeker Street, Suite 236	Millburn	NJ	07041		Statewide	6/14/2021
Arctiq US, Inc.	https://arctiq.com/	Kayla Thompson	kayla.thompson@arctiq.com	931-639-0332		8 Cadillac Dr, Ste 250	Brentwood	TN	37027		Statewide	6/14/2021
Byteworks, LLC	https://www.byteworks.com/	Heather Brokish	hbrokish@byteworks.com	678-353-3031		2675 Breckinridge Blvd Suite 200	Duluth	GA	30096		Statewide	1/14/2025
CDW Government, LLC	https://www.cdw.com/	AJ Lucci Jr	ajlucci@cdwg.com	312-705-9355		625 W Adams	Chicago	IL	60661		Statewide	6/14/2021
Computacenter United States Inc	https://www.computacenter.com/	Lilly Lemming	lilyLemming@computacenter.com	678-268-1300		6025 The Corners Parkway, Suite 120	Norcross	GA	30092		Statewide	6/14/2021
Converge Technology Solutions US, LLC	http://www.convergetp.com/	Todd Cannady	todd.cannady@convergetp.com	404-993-7567		130 Technology Parkway	Peachtree Corners	GA	30092		Statewide	9/1/2022
DISYS Solutions, Inc.	http://www.dsitech.com/	Pankaj Sharma	pankaj.sharma@dsitech.com	571-707-3610		44670 Cape Court, Suite 100	Ashburn	VA	20147		Statewide	6/14/2021
Flagler Technologies, LLC	http://www.flagler.io/	Ken Wagner	Ken.wagner@flagler.io	561-229-1601		5295 Town Center Rd Suite 201	Boca Raton	FI	33486		Statewide	6/14/2021
GovConnection, Inc.	http://www.govconnection.com/	Samantha Jarok	samantha.jarok@connection.com	800-800-0014		732 Milford Road	Merrimack	NH	03054		Statewide	6/14/2021
Greyson Technologies Inc.	http://greysontech.com/	Megan Tuzzo	mtuzzo@greyson.com	954-832-3601		6350 N. Andrews Ave. #200	Fort Lauderale	FL	33309		Statewide	6/14/2021
Insight Public Sector, Inc.	https://www.ips.insight.com/	Stephen Forsythe	Florida@insight.com	850-428-7966		2701 E. Insight Way	Chandler	AZ	85286		Statewide	6/14/2021
Iron Bow Technologies, LLC	https://ironbow.com	Krista Clarke	krista.clarke@ironbow.com	800-338-8866		2121 Cooperative Way, Suite 500	Herndon	VA	20171		Statewide	1/14/2025
Modcomp, Inc. dba CSPi Technology Solutions	http://cspitechsolutions.com/	Peter Kaufman	peter.kaufman@cspi.com	954-571-4640		1182 E Newport Center Dr	Deerfield Beach	FL	33442		Statewide	6/14/2021
Netsync Network Solutions, Inc.	https://www.netsync.com/	Bernardo Fierro	bfierro@netsync.com	713-218-5000		2500 W Loop South, Suite 410	Houston	TX	77027		Statewide	6/14/2021
NWN Corporation	https://www.nwnit.com/	Denise Frazier	Dfrazier@nwnit.com	919-653-6803		659 South Country Trail	Exeter	RI	02822		Statewide	6/14/2021
PC Solutions & Integration Inc	http://www.pcsolutions.us/	Natasha Rolle	natasha@pcsusa.net	305-667-0633		4937 SW 75th Ave	Miami	FL	33155		Statewide	6/14/2021
Presidio Networked Solutions, LLC	http://www.presidio.com/	Dustin Caldwell	dcaldwell@presidio.com	407-641-0472		5337 Millenia Lakes Blvd., Suite 300	Orlando	FL	32839		Statewide	6/14/2021
R2 Unified Technologies, LLC	http://www.r2ut.com/	Jason Doherty	jason.doherty@r2ut.com	561-515-6914		980 N. Federal Hwy, Ste 410	Boca Raton	FL	33498		Statewide	6/14/2021
Sentinel Technologies, Inc.	http://www.sentinel.com/	Paul Wiercioch	pwiercioch@sentinel.com	630-769-4274		1800 Pembrook Drive, Suite 300	Orlando	FL	32810		Statewide	6/14/2021
SHI International Corp	https://www.shi.com/	FloridaTeam	FloridaTeam@shi.com	888-764-8888		290 Davidson Ave	Somerset	NJ	08873		Statewide	6/14/2021
Total Communications, Inc	https://www.totalcomm.com/	Rhonda Tassie	RhondaTassie@totalcomm.com	860-622-4010		333 Burnham Street	East Hartford	CT	06108		Statewide	6/14/2021
TTEC Digital, LLC	https://ttecdigital.com/	TTEC Support	support@ttecdigital.com	800-835-3832		6312 S. Fiddler's Green Circle, Suite 100N	Greenwood Village	CO	80111		Statewide	1/14/2025
United Data Technologies, Inc.	http://udtonline.com/	Inside Sales	vborja@udtonline.com	954-308-5232		2900 Monarch Lakes Blvd. Ste 300	Miramar	FL	33027		Statewide	6/14/2021
Veytec, Inc.	http://www.veytec.com/	Terri Lugo	tlugo@veytec.com	407-849-6391	7826	2301 Silver Star Rd	Orlando	FL	32804		Statewide	6/14/2021
World Wide Technology, LLC	http://www.wwt.com/	Carol Harting	Carol.Harting@wwt.com	314-995-6103		1 World Wide Way	St Louis	MO	63146		Statewide	6/14/2021

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Data Communications Products and Services
Contract Number: 43220000-NASPO-19-ACS
Contractor Name: Cisco Systems Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Acordis International Corp	http://acordiscorp.com/	Alex Levchuk	alevchuk@acordiscorp.com	954-272-9853		2785 North Commerce Pkwy	Miramar	FL	33025		Statewide	6/14/2021
Advizex Technologies, LLC	https://advizex.com/	Kate Wirth	kwirth@advizex.com	216-901-1818		6480 Rockside Woods Blvfd. South, Suite 190	Independence	OH	44131		Statewide	1/14/2025
AIP US, LLC	http://www.aip-us.com/	Min Wang	mwang@aip-us.com	703-861-6427		27 Bleeker Street, Suite 236	Millburn	NJ	07041		Statewide	6/14/2021
Arctiq US, Inc.	https://arctiq.com/	Kayla Thompson	kayla.thompson@arctiq.com	931-639-0332		8 Cadillac Dr, Ste 250	Brentwood	TN	37027		Statewide	6/14/2021
Byteworks, LLC	https://www.byteworks.com/	Heather Brokish	hbrokish@byteworks.com	678-353-3031		2675 Breckinridge Blvd Suite 200	Duluth	GA	30096		Statewide	1/14/2025
CDW Government, LLC	https://www.cdw.com/	AJ Lucci Jr	ajlucci@cdwg.com	312-705-9355		625 W Adams	Chicago	IL	60661		Statewide	6/14/2021
Computacenter United States Inc	https://www.computacenter.com/	Lilly Lemming	lilyLemming@computacenter.com	678-268-1300		6025 The Corners Parkway, Suite 120	Norcross	GA	30092		Statewide	6/14/2021
Converge Technology Solutions US, LLC	http://www.convergetp.com/	Todd Cannady	todd.cannady@convergetp.com	404-993-7567		130 Technology Parkway	Peachtree Corners	GA	30092		Statewide	9/1/2022
DISYS Solutions, Inc.	http://www.dsitech.com/	Pankaj Sharma	pankaj.sharma@dsitech.com	571-707-3610		44670 Cape Court, Suite 100	Ashburn	VA	20147		Statewide	6/14/2021
Flagler Technologies, LLC	http://www.flagler.io/	Ken Wagner	Ken.wagner@flagler.io	561-229-1601		5295 Town Center Rd Suite 201	Boca Raton	FI	33486		Statewide	6/14/2021
GovConnection, Inc.	http://www.govconnection.com/	Samantha Jarok	samantha.jarok@connection.com	800-800-0014		732 Milford Road	Merrimack	NH	03054		Statewide	6/14/2021
Greyson Technologies Inc.	http://greysontech.com/	Megan Tuzzo	mtuzzo@greyson.com	954-832-3601		6350 N. Andrews Ave. #200	Fort Lauderale	FL	33309		Statewide	6/14/2021
Insight Public Sector, Inc.	https://www.ips.insight.com/	Stephen Forsythe	Florida@insight.com	850-428-7966		2701 E. Insight Way	Chandler	AZ	85286		Statewide	6/14/2021
Iron Bow Technologies, LLC	https://ironbow.com	Krista Clarke	krista.clarke@ironbow.com	800-338-8866		2121 Cooperative Way, Suite 500	Herndon	VA	20171		Statewide	1/14/2025
Modcomp, Inc. dba CSPi Technology Solutions	http://cspitechsolutions.com/	Peter Kaufman	peter.kaufman@cspi.com	954-571-4640		1182 E Newport Center Dr	Deerfield Beach	FL	33442		Statewide	6/14/2021
Netsync Network Solutions, Inc.	https://www.netsync.com/	Bernardo Fierro	bfierro@netsync.com	713-218-5000		2500 W Loop South, Suite 410	Houston	TX	77027		Statewide	6/14/2021
NWN Corporation	https://www.nwnit.com/	Denise Frazier	Dfrazier@nwnit.com	919-653-6803		659 South Country Trail	Exeter	RI	02822		Statewide	6/14/2021
PC Solutions & Integration Inc	http://www.pcsolutions.us/	Natasha Rolle	natasha@pcsusa.net	305-667-0633		4937 SW 75th Ave	Miami	FL	33155		Statewide	6/14/2021
Presidio Networked Solutions, LLC	http://www.presidio.com/	Dustin Caldwell	dcaldwell@presidio.com	407-641-0472		5337 Millenia Lakes Blvd., Suite 300	Orlando	FL	32839		Statewide	6/14/2021
R2 Unified Technologies, LLC	http://www.r2ut.com/	Jason Doherty	jason.doherty@r2ut.com	561-515-6914		980 N. Federal Hwy, Ste 410	Boca Raton	FL	33498		Statewide	6/14/2021
Sentinel Technologies, Inc.	http://www.sentinel.com/	Paul Wiercioch	pwiercioch@sentinel.com	630-769-4274		1800 Pembrook Drive, Suite 300	Orlando	FL	32810		Statewide	6/14/2021
SHI International Corp	https://www.shi.com/	FloridaTeam	FloridaTeam@shi.com	888-764-8888		290 Davidson Ave	Somerset	NJ	08873		Statewide	6/14/2021
Total Communications, Inc	https://www.totalcomm.com/	Rhonda Tassie	RhondaTassie@totalcomm.com	860-622-4010		333 Burnham Street	East Hartford	CT	06108		Statewide	6/14/2021
TTEC Digital, LLC	https://ttecdigital.com/	TTEC Support	support@ttecdigital.com	800-835-3832		6312 S. Fiddler's Green Circle, Suite 100N	Greenwood Village	CO	80111		Statewide	1/14/2025
United Data Technologies, Inc.	http://udtonline.com/	Inside Sales	vborja@udtonline.com	954-308-5232		2900 Monarch Lakes Blvd. Ste 300	Miramar	FL	33027		Statewide	6/14/2021
Veytec, Inc.	http://www.veytec.com/	Terri Lugo	tlugo@veytec.com	407-849-6391	7826	2301 Silver Star Rd	Orlando	FL	32804		Statewide	6/14/2021
World Wide Technology, LLC	http://www.wwt.com/	Carol Harting	Carol.Harting@wwt.com	314-995-6103		1 World Wide Way	St Louis	MO	63146		Statewide	6/14/2021

2785 N Commerce Parkway
Miramar FL 33025
Phone: 954 620 0072
Website: acordiscorp.com
Email: info@acordiscorp.com

QUOTE	
Project:	SUNRISE
Date	4/8/26
Quote #:	
Payment Terms	NET 30
Expiration Date:	
Contract#	NASPO - NVP #AR3227

Company Information:

City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
(954) 572-2202

Shipping Address:

City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
(954) 572-2202

Customer Contact:

Holly Raphaelson
Procurement SpecialistFinance Dept/Purchasing Office
(954) 572-2202
hraphaelson@sunrisefl.gov

Sales Person: Jorge Lopez | **Email: jlopez@acordiscorp.com** | **Phone: 954 790 5864**

Qty	Item #	Description	List Price	Unit Price	Total
1	MX105-HW	Cisco Meraki MX105 - Security appliance - GigE - 1U - rack-mountable	$ 9,524.69	$ 3,980.00	$ 3,980.00
1	LIC-MX105-SEC-3YR	Cisco Meraki Advanced Security - Subscription license (3 years) + Support - hosted - for P/N: MX105-HW	$ 16,556.75	$ 7,400.00	$ 7,400.00
2	MS125-24P-HW	Meraki MS120-24P L2 Cld-Mngd 24x GigE 370W PoE Switch	$ 4,607.34	$ 1,955.00	$ 3,910.00
2	LIC-MS125-24P-3YR	Meraki MS120-24P Enterprise License and Support, 3 Year	$ 585.04	$ 260.00	$ 520.00
13	MR86-HW	Meraki MR86 Cloud Managed AP	$ 3,526.80	$ 1,300.00	$ 16,900.00
2	MR57-HW	Meraki MR57 Cloud Managed AP Bluetooth	$ 3,418.38	$ 925.00	$ 1,850.00
15	LIC-ENT-3YR	Meraki MR Enterprise Cloud Controller License, 3 Years	$ 451.58	$ 215.00	$ 3,225.00
16	MA-ANT-20	Meraki Omni Antennas	$ 243.39	$ 105.00	$ 1,680.00
4	MA-ANT-27	Meraki Dual-band Sector Antennas	$ 426.86	$ 185.00	$ 740.00
6	AIR-ANT2513P4M-N=	2.4 GHz/5 GHz 13 dBi Patch Antenna.,4 port, N conn.	$ 2,016.89	$ 875.00	$ 5,250.00
24	ANT-CBL	LMR-400/LMR400 N- Male to N-Male (NM-NM) 3 FT Coaxial	$ 117.53	$ 35.00	$ 840.00
1	ACO-ACC	Lift	$ 3,500.00	$ 3,500.00	$ 3,500.00
2	ACO-HW	Cisco SFP-MM Fiber Module and Patch cable OM3	$ 350.00	$ 350.00	$ 700.00
1	ACO-CBL	CAT6 Cabling through out 21, Conduit, Material, Panduit Panel, Shelve	$ 15,600.00	$ 15,600.00	$ 15,600.00
1	ACO-PRO	Install, Configuration, Documentation	$ 16,500.00	$ 16,500.00	$ 16,500.00
		Managed Service Maintenance & Monitoring			$ -
1	ACO-PRO	Annual Maintenance & Monitoring	$ 12,000.00	$ 12,000.00	$ 12,000.00
					$ -
		Option - Amphatheeter Columns			$ -
2	MR86-HW	Meraki MR86 Cloud Managed AP	$ 3,526.80	$ 1,300.00	$ 2,600.00
2	LIC-ENT-3YR	Meraki MR Enterprise Cloud Controller License, 3 Years	$ 451.58	$ 215.00	$ 430.00
2	AIR-ANT2513P4M-N=	2.4 GHz/5 GHz 13 dBi Patch Antenna.,4 port, N conn.	$ 2,016.89	$ 875.00	$ 1,750.00
8	ANT-CBL	LMR-400/LMR400 N- Male to N-Male (NM-NM) 3 FT Coaxial	$ 117.53	$ 35.00	$ 280.00
				Shipping	650.00
				Subtotal	$ 100,305.00
				Total	$ 100,305.00

Notes:

Collaboration, Data & Enterprise Networks | Security Solutions | Cloud Computing | System Architecture | Data Center Business Continuity Voice Solutions | Backup & Recovery | Data Management | Virtualization | Digital Signage

Detail by Entity Name

Florida Profit Corporation
ACORDIS INTERNATIONAL CORP.

Filing Information

Document Number	P06000091566
FEI/EIN Number	22-3938023
Date Filed	07/11/2006
State	FL
Status	ACTIVE

Principal Address

2785 N COMMERCE PKWY
Miramar, FL 33025

Changed: 01/16/2020

Mailing Address

2785 N COMMERCE PKWY
Miramar, FL 33025

Changed: 08/15/2019

Registered Agent Name & Address

Acordis International Corp
2785 N COMMERCE PKWY
Miramar, FL 33025

Name Changed: 01/27/2022

Address Changed: 01/27/2022

Officer/Director Detail

Name & Address

Title PSTD

KHAN, REHAN A
2785 N COMMERCE PKWY
Miramar, FL 33025

Title VP Ops

Khan, Narjis
2785 N COMMERCE PKWY
Miramar, FL 33025

Annual Reports

Report Year	Filed Date
2024	01/27/2024
2025	02/03/2025
2026	02/05/2026

Document Images

02/05/2026 -- ANNUAL REPORT	View image in PDF format
02/03/2025 -- ANNUAL REPORT	View image in PDF format
01/27/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/24/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
02/04/2012 -- ANNUAL REPORT	View image in PDF format
10/17/2011 -- Off/Dir Resignation	View image in PDF format
02/19/2011 -- ANNUAL REPORT	View image in PDF format
06/22/2010 -- ADDRESS CHANGE	View image in PDF format
02/07/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
07/03/2007 -- ANNUAL REPORT	View image in PDF format
07/11/2006 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4D **Meeting Date:** 5/12/2026

City Reference Number (C#): C26126

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-20-03-HR between the City of Sunrise and Onecbi, LLC." under the Terms of New York State Contract No. 23295 and State of Florida Alternate Contract Source No. 56120000-24-NY-ACS for Furniture, all types; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

Various Departmental Accounts

Amount:

$50,000.00 - Estimated Annual Expenditure
Contract Valid December 5, 2023 - December 1, 2028

Not to exceed budgeted funds for FY 2025/2026
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C26126
Cooperative Agreement 26-20-03-HR
Sunbiz - OneCBI, LLC

Background:
The City requires a method to procure furniture, Citywide, on an as-needed basis. In 2021, RFP No. 21-01-12-LZ for City Hall Furniture was solicited for the purpose furnishing the new City Hall, and via Resolution No. 21-135, the City Commission awarded a Contract to OneCBI, LLC. The City now requires modifications, additions, and new furniture requests.

To maintain consistency with existing furnishings and streamline future acquisitions, City staff identified a State of Florida cooperative purchasing contract as the most advantageous procurement method. Through a competitive solicitation conducted by the lead agency under New York State Contract No. 23295, and the State of Florida's Participating Addendum No. 56120000-24-NY-ACS, multiple manufacturers were awarded contracts for furniture of all types through the authorized reseller, OneCBI, LLC. The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. This contract includes manufacturers currently utilized by the City, such as Global Industries, Inc. and MillerKnoll, Inc.

Following a comprehensive evaluation of available options, the Utilities Department has determined that acquiring furniture from OneCBI, LLC is the most suitable solution. OneCBI, LLC will be able to provide furniture that matches existing. Prior installation work completed by OneCBI, LLC for the City was favorable, with the work being completed on time and within budget.

City Commission approval is requested to enter into Cooperative Agreement No. 26-20-03-HR between the City of Sunrise and OneCBI, LLC for furniture purchases, as needed.

Since these purchases will be made using an existing governmental contract, the City's formal bidding procedures are waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Holly Raphaelson, Procurement Specialist

Phone: 954-572-2202

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-20-03-HR BETWEEN THE CITY OF SUNRISE AND ONECBI, LLC." UNDER THE TERMS OF NEW YORK STATE CONTRACT NO. 23295 AND STATE OF FLORIDA ALTERNATE CONTRACT SOURCE NO. 56120000-24-NY-ACS FOR FURNITURE, ALL TYPES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, New York State awarded Contract No. 23295 for Furniture, All Types (Master Agreement) to various contractors including Global Industries, Inc. and MillerKnoll, Inc.; and

WHEREAS, the State of Florida, Department of Management Services, utilizing the Master Agreement, entered into Alternate Contract Source No. 56120000-24-NY-ACS (ACS Contract) with Global Industries, Inc. and MillerKnoll, Inc. OneCBI, LLC is an authorized dealer under the ACS Contract; and

WHEREAS, the City of Sunrise Utilities Department desires to purchase furniture from OneCBI, LLC utilizing the Master Agreement and the ACS Contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. "Cooperative Agreement No. 26-20-03-HR between the City of Sunrise and OneCBI, LLC." (Agreement) under the terms of New York State Contract No. 23295 and State of Florida Alternate Contract Source No. 56120000-24-NY-ACS for Furniture, All Types, is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Because these purchases will be made using existing governmental contracts, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 3. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 26-20-03-HR
BETWEEN THE CITY OF SUNRISE
AND ONECBI, LLC.

This Cooperative Agreement No. 26-20-03-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and OneCBI, LLC, a North Carolina corporation, authorized to do business in the State of Florida (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, New York State (Awarding Entity) awarded Contractor Contract 23295 (Contract) dated December 5, 2023 and a Participating Addendum was executed by the State of Florida under Agreement No. 56120000-24-NY-ACS to Global Industries, Inc. dated March 19, 2024 and MillerKnoll, Inc. dated June 26, 2024. A copy of the Contract is attached hereto as Exhibit I and OneCBI, LLC is an authorized subcontractor/reseller/dealer listed on Exhibit VI and VII. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. Term. This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through December 1, 2028. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. Agreement Price and Payments. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit II (Global Industries, Inc.) and/or Exhibit III (MillerKnoll, Inc.).

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will

specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: OneCBI, LLC
4020 Yancey Road
Charlotte, NC 28217

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ a.**Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year. In the event of such a termination, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Agreement to the City.

☒ **b. Insurance Requirements**. This provision shall supersede and replace Section 7 of the Contract and Section 7 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by

Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☒ **c. Indemnification.** This provision shall supersede and replace Section 7.5 of the Contract and Section 7.5 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder.

Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒ **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☒ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public

work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒ **p. Entities of Foreign Concern.** The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "IV" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☒ **q. Human Trafficking**

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit "V", the [Contractor/Consultant/Vendor] represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ **r. Emergency Response**

If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a $5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit I, Exhibit II, Exhibit III, Exhibit IV, Exhibit V, Exhibit VI and Exhibit VII shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit I Exhibit II, Exhibit III, Exhibit IV, Exhibit V, Exhibit VI and Exhibit VII in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

ONECBI, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

NEW YORK STATE | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide)** **Classification Code(s): 56**
Award Number	:	**23295** **(Replaces 23109)**
Contract Period	:	**December 5, 2023 – December 1, 2028**
Bid Opening Date	:	**June 28, 2023**
Date of Issue	:	**December 5, 2023 (March 6, 2026)**
Specification Reference	:	**As Incorporated In The Solicitation**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Alyssa Nolte Title : Contract Management Specialist I Phone : 518-473-1863 E-mail : ogs.sm.ps.furniture@ogs.ny.gov Name : Sean McManus Title : Contract Management Specialist I Phone : 518-473-8214 E-mail : ogs.sm.ps.furniture@ogs.ny.gov	**Procurement Services** **Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office and Courtroom Furniture, School/Higher Education Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. Inside Delivery is offered by all contractors. Installation is an optional service offered by some contractors

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23295

(continued)

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.# / NYS VENDOR#
PC70151	**9 to 5 Seating, LLC*** 3211 Jack Northrop Avenue Hawthorne, CA 90250	812-766-3736	Federal ID 84-3720624 Vendor ID 1100263571
PC70153 WBE SBE	**A.F.C. Industries, Inc.** 13-16 133rd Place College Point, NY 11356	718-747-0237 Ext 1232	Federal ID 11-3225387 Vendor ID 1100003175
PC70154	**Affordable Interior Systems, Inc.** 25 Tucker Drive Leominster, MA 01453	978-562-7500	Federal ID 04-3489948 Vendor ID 100059011
PC70155	**Agati, Inc.** 451 N. Claremont Avenue Chicago, IL 60612	312-632-6201	Federal ID 36-3529331 Vendor ID 1000009198
PC70156	**Allied Plastics, Inc.** 2001 Walnut Street Jacksonville, FL 32206	814-342-7000	Federal ID 59-1270942 Vendor ID 1100294466
PC70157	**Allseating Corporation** 5800 Avebury Rd, Unit 3 Mississauga, ON L5R 3M3	616-368-2166	Federal ID 98-0110664 Vendor ID 1000009836
PC70158	**Allsteel LLC*** 600 East 2nd Street Muscatine, IA 52761-5257	416-316-7209	Federal ID 36-0717079 Vendor ID 1000009164
PC70159	**Alumni Classroom Furniture Inc.** 210 Regina Street North Waterloo, ON N2J 3B6	833-939-9300 Ext 509	Federal ID 98-0619213 Vendor ID 1100097011
PC70160	**Amcase, Inc.** 2214 Shore Street High Point, NC 27263	336-784-5992	Federal ID 56-1443271 Vendor ID 1000009507
PC70161 MBE	**AmTab Manufacturing Corporation** 600 Eagle Drive Bensenville, IL 60106	630-301-7600	Federal ID 20-5211622 Vendor ID 1100081030
PC70163	**Arcadia Chair Company** 5692 Fresca Drive La Palma, CA 90623	714-562-8200 Ext 276	Federal ID 95-2981958 Vendor ID 1000042327
PC70164	**Arconas Corporation** 5700 Keaton Crescent Mississauga, ON L5R 3H5	905-272-0727 Ext 305	Federal ID 98-1365220 Vendor ID 1100301246
PC70165	**Artcobell Corporation** 1302 Industrial Boulevard Temple, TX 76504	254-899-3610	Federal ID 74-2236641 Vendor ID 1000057867

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PC70166	**Artopex, Inc.** 800 Vadnais Street Granby, QC J2J 1A7	800-378-0189 Ext 3097	Federal ID 98-0149704 Vendor ID 1000045263
PC70167	**ASSA Group D/B/A Enwork** 12900 Christopher Drive Lowell, MI 49331	616-600-3083	Federal ID 20-4467006 Vendor ID 1100081192
PC70168	**Aurora Storage Products, Inc.** 600 S. Lake Street Aurora, IL 60506	630-966-7504	Federal ID 27-3848171 Vendor ID 1100049311
PC70169	**Bayview Industries, Inc. D/B/A SurfaceWorks** 7821 S 10th St Oak Creek, WI 53154	414-570-2677	Federal ID 39-0874653 Vendor ID 1100210979
PC70170	**BioFit Engineered Products, LP** 15500 BioFit Way Bowling Green, OH 43402	814-342-7000	Federal ID 52-1819340 Vendor ID 1000040912
PC70171	**Blockhouse Company, Inc.** 3285 Farmtrail Rd York, PA 17406	717-764-5555	Federal ID 23-2105251 Vendor ID 1000008906
PC70172	**BRC Business Enterprises Limited** 24 Armstrong Ave Georgetown, ON L7G 4R9	416-316-7209	Federal ID 98-0572686 Vendor ID 1100295963
PC70174	**Bush Industries, Inc. D/B/A eSolutions Furniture** One Mason Drive Jamestown, NY 14702	716-665-2510 Ext 5772	Federal ID 16-0837346 Vendor ID 1100044518
PC70175	**Case Systems, Inc.** 2700 James Savage Rd Midland, MI 48642	989-496-9510	Federal ID 38-3139894 Vendor ID 1000009254
PC70220	**COE Distributing, Inc.** 1020 Franklin Drive Suite 5 Smock, PA 15480	814-342-7000	Federal ID 27-1572756 Vendor ID 1100151585
PC70177	**Columbia Manufacturing, Inc.** One Cycle Street Westfield, MA 01085	413-562-3664	Federal ID 84-3228219 Vendor ID 1100271728
PC70179	**Community Products, LLC D/B/A Community Playthings** PO Box 2 Ulster Park, NY 12487	800-777-4244	Federal ID 14-1803009 Vendor ID 1000014386
PC70180	**Computer Comforts, Inc.** 367 Columbia Memorial Parkway Kemah, TX 77565	281-535-2288	Federal ID 76-0463011 Vendor ID 1000009682

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PC70182	**Custom Educational Furnishings, LLC D/B/A CEF** 2696 NC Hwy 16S Taylorsville, NC 28681	828-664-007	Federal ID 46-5087197 Vendor ID 1100294228
PC70183	**Daco Limited Partnership D/B/A Dauphin** 100 Fulton Street Boonton, NJ 07005	973-833-1337	Federal ID 22-3258979 Vendor ID 1000008929
PC70184	**DARRAN Furniture Industries, Inc.** 2402 Shore Street High Point, NC 27263	336-861-2412	Federal ID 56-1171971 Vendor ID 1000009503
PC70185	**Datum Filing Systems, Inc. D/B/A Datum Storage Solutions** 89 Church Road Emigsville, PA 17318	717-764-6350	Federal ID 11-2156739 Vendor ID 1000005608
PC70187	**Demco, Inc.*** 4810 Forest Run Rd Madison, WI 53704	866-558-9068	Federal ID 39-1311089 Vendor ID 1000031618
PC70188	**Ditto Sales, Inc. D/B/A Versteel** 2332 Cathy Lane Jasper, IN 47546	812-481-7956	Federal ID 35-1176142 Vendor ID 1000009152
PC70189	**Diversified Woodcrafts, Inc.** 300 S Krueger Suring, WI 54174	716-488-2810 Ext 219	Federal ID 39-1909150 Vendor ID 1000041367
PC70190	**DSI Industries Inc. D/B/A OFGO Studio** 452 Millway Ave Concord, ON L4K 3V7	905-669-1357 Ext 329	Federal ID 12-7487262 Vendor ID 1100213971
PC70191	**Ecologic Industries, LLC D/B/A Ecologic Furniture*** 2341 Ernie Krueger Circle Waukegan, IL 60087	847-234-5855	Federal ID 26-2200106 Vendor ID 1100043025
PC70192	**Egan Visual International D/B/A Egan Visual** 300 Hanlan Rd Vaughan, ON L4L 3P6	800-263-2387	Federal ID 98-0066279 Vendor ID 1100033750
PC70193 SBE	**Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings** 1021 Allen Street Jamestown, NY 14701	716-488-2810 Ext 219	Federal ID 75-3065762 Vendor ID 1000009677
PC70194	**Environamics, Inc.** 13935 South Point Blvd Charlotte, NC 28273	704-376-3613	Federal ID 56-1278052 Vendor ID 1100025258

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PC70195	**Ergonom Corporation D/B/A ERG International** 361 N Bernoulli Circle Oxnard, CA 93030	800-446-1186	Federal ID 95-3669370 Vendor ID 1000009824
PC70196	**Fairway Holdings inc. D/B/A Berco Designs** 111 Winnebago St St. Louis, MO 63118	888-772-4788	Federal ID 20-2516208 Vendor ID 1100092472
PC70197 SBE	**FE Hale Manufacturing Company** 11206 Cosby Manor Rd Utica, NY 13502	315-894-5490	Federal ID 15-0330340 Vendor ID 1000007320
PC70198	**Fellowes Inc.** 1789 Norwood Ave. Itasca, IL 60143	812-639-8141	Federal ID 36-0770670 Vendor ID 1000031405
PC70199	**Fleetwood Group, Inc. D/B/A Fleetwood Furniture** 11832 James Street Holland, MI 49424	616-396-1142	Federal ID 38-1880634 Vendor ID 1100011628
PC70200	**Fomcore, LLC** 1770 East Keating Avenue Muskegon, MI 49442	231-366-4791	Federal ID 36-4848278 Vendor ID 1100280510
PC70202 SBE	**Furniture Pro Corp.** 2 Twin Pines Drive Pomona, NY 10970	845-362-2061	Federal ID 20-4425487 Vendor ID 1100044884
PC70203	**Global Industries, Inc. D/B/A Global Furniture Group** 15 West Stow Road Marlton, NJ 08053	856-552-3784	Federal ID 52-0953534 Vendor ID 1000009419
PC70204	**Groupe Lacasse LLC** 222 Merchandise Mart Plaza, Suite 1000 Chicago, IL 60654-1103	888-522-2773	Federal ID 38-3504222 Vendor ID 1000009256
PC70205	**Hancock & Moore, LLC D/B/A Cabot Wrenn*** 401 11th Street N.W. Hickory, NC 28601	828-326-8236	Federal ID 46-2232330 Vendor ID 1100157766
PC70206	**Haskell Office LLC D/B/A Haskell Education** 273 Montgomery Avenue Bala Cynwyd, PA 19004	616-278-1010	Federal ID 45-0468701 Vendor ID 1100042574
PC70207	**Haworth, Inc.** One Haworth Center Holland, MI 49423	616-393-3000	Federal ID 38-6053093 Vendor ID 1000009261

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PC70208	**Hertz Furniture Systems, LLC** 170 Williams Drive, Suite 201 Ramsey, NJ 07446	201-661-6347	Federal ID 22-3795977 Vendor ID 1000008875
PC70209	**Hi5 Furniture, Inc.** 4304 NW Mattox Rd Riverside, MO 64150	816-774-4050	Federal ID 80-0253153 Vendor ID 1100208356
PC70210	**Highpoint Furniture Industries, Inc.** 1104 Bedford Street High Point, NC 27263	800-447-3462 Ext 2223	Federal ID 56-0671724 Vendor ID 1000009499
PC70211	**HLF Furniture Inc.** 44001 Van Born Rd. Belleville, MI 48111	734-697-3000	Federal ID 38-2275260 Vendor ID 1100044770
PC70212	**Human Active Technology** 100 Kuebler Rd Easton, PA 18040	603-331-4051	Federal ID 80-0947636 Vendor ID 1100207865
PC70213	**Humanscale Corporation** 220 Circle Drive North Piscataway, NJ 08854	732-537-2944	Federal ID 11-2793425 Vendor ID 1000005781
PC70214	**Indiana Furniture Industries, Inc.** 1224 Mill Street, PO Box 270 Jasper, IN 47547-0270	812-482-5727 Ext 107	Federal ID 35-0408870 Vendor ID 1100064886
PC70215	**Integra Inc. D/B/A** **Integra Seating** 807 Wisconsin St Walworth, WI 53184	262-314-6905	Federal ID 39-1680798 Vendor ID 1000042465
PC70216	**Interior Concepts Corp.** 18525 Trimble Court Spring Lake, MI 49456	614-266-4030	Federal ID 38-3071703 Vendor ID 1100296387
PC70218	**IOF Business Furniture** **Manufacturing, Inc.** 1710 Bonhill Rd Mississauga, ON L5T 1C8	905-672-0942	Federal ID 93-2608338 Vendor ID 1100297182
PC70219	**Jasper Seating Company, Inc.** **D/B/A JSI/Jasper Group** 225 Clay St Jasper, IN 47546	800-457-4511 Ext 15417	Federal ID 35-0420370 Vendor ID 1000009147
PC70221	**John Savoy & Son Inc DBA** **Savoy Contract Furniture** 300 Howard Street, PO Box 248 Montoursville, PA 17754	570-368-2424	Federal ID 24-0817525 Vendor ID 1000008973
PC70222	**Jonti-Craft, Inc.** 171 Hwy 68 Wabasso, MN 56293	507-342-6070	Federal ID 41-1363704 Vendor ID 1000019658

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PC70223	**Kaplan Early Learning Company** 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023	800-334-2014	Federal ID 56-0935286 Vendor ID 1000009500
PC70224	**Keilhauer LTD** 1450 Birchmount Road Toronto, ON M1P 2E3	877-701-4107	Federal ID 98-1064108 Vendor ID 1100117545
PC70225	**KFI Furniture, LLC** 1533 Bank St Louisville, KY 40203	502-585-4464	Federal ID 81-2819355 Vendor ID 1100183926
PC70226	**Kimball Int'l Brands Inc.** 1600 Royal Street Jasper, IN 47546	812-634-3013	Federal ID 35-1688210 Vendor ID 1000009156
PC70227	**KNU D/B/A** **La-Z-Boy Contract Furniture** 824 W. 23rd St Ferdinand, IN 47532	812-367-3007	Federal ID 20-2599789 Vendor ID 1100106929
PC70228	**Krueger International, Inc. D/B/A KI** 1330 Bellevue St Green Bay, WI 54302	800-454-9796 Ext 2394	Federal ID 39-1375589 Vendor ID 1000009272
PC70229	**Krug, Inc.** 421 Manitou Drive Kitchener, ON N2C 1L5	888-578-5784 Ext 243	Federal ID 98-0205609 Vendor ID 1000009838
PC70230	**Lakeshore Learning Materials, LLC** 2695 E. Dominguez Street Carson, CA 90895	800-421-5354	Federal ID 94-1525814 Vendor ID 1000009785
PC70231	**Leeder Furniture, LLC** PO Box 2274 Manitowoc, WI 54221-2274	847-201-2000	Federal ID 87-2425774 Vendor ID 1100267003
PC70232	**Leland International, Inc.** 5695 Eagle Dr SE Grand Rapids, MI 49512	616-975-9260 Ext 101	Federal ID 38-3136374 Vendor ID 1100034477
PC70233	**Lesro Industries, Inc.** 1 Griffin Road South Bloomfield, CT 06002	860-243-3226	Federal ID 06-0898258 Vendor ID 1100101268
PC70235	**Mediatechnologies, LLC D/B/A Mediatechnologies** 892 Industrial Park Drive Shelby, MI 49455	231-861-2194	Federal ID 87-3322331 Vendor ID 1100270665
PC70236	**Merge Office Interiors, Inc.** 1732 Universal City Blvd, Suite 101 Universal City, TX 78148	210-988-1336	Federal ID 41-2113919 Vendor ID 1100229025

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PC70237	**Metalworks, Inc. D/B/A Great Openings** 902 East 4th Street Ludington, MI 49431	231-845-3165	Federal ID 38-1898020 Vendor ID 1100152810
PC70238	**Foliot Furniture Pacific, Inc.** 7000 Placid Street Las Vegas, NV 89119	800-545-5575 Ext 333	Federal ID 42-1769776 Vendor ID 1100228940
PC70239	**MiEN Company, Inc.** 2547 3 Mile Rd Ste F Grand Rapids, MI 49534	814-342-7000	Federal ID 45-1451810 Vendor ID 1100209170
PC70240	**Mltylite, Inc.** 1301 West 400 North Orem, UT 84057	800-362-5169	Federal ID 87-0652595 Vendor ID 1000009754
PC70241	**MillerKnoll, Inc.** 855 East Main Avenue Zeeland, MI 49464	617-347-6701	Federal ID 38-0837640 Vendor ID 1000009239
PC70242	**Mobilier du Bureau D/B/A Logiflex** 1235 ch St-Roch Nord Sherbrooke, QC J1N 0H2	877-864-9323 Ext 246	Federal ID 98-0196946 Vendor ID 1000005165
PC70243	**Moduform Inc.** 172 Industrial Rd. Fitchburg, MA 01420	978-345-7942	Federal ID 04-2592969 Vendor ID 1000005256
PC70244	**MooreCo, Inc.** 2885 Lorraine Avenue Temple, TX 76501	800-749-2258	Federal ID 26-1162929 Vendor ID 1100188138
PC70245	**Neutral Posture, Inc.** 3904 N. Texas Ave. Bryan, TX 77803	979-778-0502 Ext 1011	Federal ID 74-2983577 Vendor ID 1000009655
PC70246	**New England Woodcraft, Inc.** 481 North Street, PO Box 165 Forest Dale, VT 05745	802-247-8211	Federal ID 03-0265306 Vendor ID 1100010708
PC70247	**Nickerson NY, LLC** 11 Moffitt Boulevard Bay Shore, NY 11706	631-666-0200 Ext 230	Federal ID 06-0905538 Vendor ID 1000005344
PC70248	**Nightingale Corp.** 2301 Dixie Rd Mississauga, ON L4Y 1Z9	800-363-8954 Ext 303	Federal ID 98-0383583 Vendor ID 1000009839
PC70249	**Norix Group, Inc.** One Innovation Drive West Chicago, IL 60185	630-231-1331	Federal ID 36-3257149 Vendor ID 1000009196

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PC70250	**NOVA Solutions, Inc.** 421 Industrial Ave Effingham, IL 62401	217-342-7070 Ext 242	Federal ID 37-1343933 Vendor ID 1000009228
PC70251	**NPS Public Furniture Corp** 149 Entin Road Clifton, NJ 07014	973-594-1100 Ext 154	Federal ID 45-1219535 Vendor ID 1100019951
PC70252	**Office Master Inc** 1110 South Mildred Avenue Ontario, CA 91761	909-392-5678	Federal ID 33-0151691 Vendor ID 1100037288
PC70253	**OFS Brands, Inc.** 1204 East Sixth Street Huntingburg, IN 47542	336-870-4050	Federal ID 30-0056548 Vendor ID 1000009065
PC70254	**Palmer Hamilton LLC** 143 S. Jackson Street Elkhorn, WI 53121	800-788-1028 Ext 919	Federal ID 20-1201862 Vendor ID 1100046040
PC70255	**Palmieri Furniture LTD** 1230 Reid Street Richmond Hill, ON L4B 1C4	800-413-4440 Ext 23	Federal ID 98-1171895 Vendor ID 1100014358
PC70256	**Paragon Furniture, Inc.** 2224 E Randol Mill Rd Arlington, TX 76011	814-342-7000	Federal ID 75-1986305 Vendor ID 1100270372
PC70257	**Pineapple Contracts, Inc.** 7105 19 Mile Rd Sterling, MI 48314	800-496-9324	Federal ID 82-2846564 Vendor ID 1100210769
PC70258	**PS Furniture, Inc.** 1339 West Mequon Rd, Suite 215 Mequon, WI 53092	262-302-4687	Federal ID 25-1590625 Vendor ID 1000042271
PC70259	**Rapp Productions Inc. D/B/A FurnitureLab** 103 W Weaver St Carrboro, NC 27510	919-913-0270	Federal ID 56-1806405 Vendor ID 1100043404
PC70260 SBE	**Raynor Marketing Limited** 525 Hempstead Turnpike West Hempstead, NY 11552	516-267-7214	Federal ID 11-2510441 Vendor ID 1100043335
PC70261	**R.T. London Company** 1642 Broadway Ave NW Grand Rapids, MI 49504	616-551-4624	Federal ID 38-3870949 Vendor ID 1100040958
PC70262	**Sandler Seating, Inc.** 1201 Peachtree NE, Ste 1625 Atlanta, GA 30361	404-982-9000	Federal ID 58-2407352 Vendor ID 1100210016

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PC70263	**Sauder Manufacturing Co. D/B/A Wieland, Sauder Education, Butler Human Services** 930 West Barre Rd Archbold, OH 43502	888-943-5263 Ext 1228	Federal ID 34-4407705 Vendor ID 1000009140
PC70264	**Scholar Craft Products, Inc.** PO Box 170748 1 Scholar Craft Parkway Birmingham, AL 35217	205-243-9532	Federal ID 63-0835284 Vendor ID 1000009610
PC70265	**School Outfitters, LLC** 3736 Regent Ave Cincinnati, OH 45212	800-260-2776	Federal ID 61-1341943 Vendor ID 1000018398
PC70266	**School Specialty, LLC** PO Box 1579 Appleton, WI 54912	888-388-3224	Federal ID 85-2162684 Vendor ID 1100257675
PC70267 WBE SBE	**Seating, Inc.** 60 N. State Street Nunda, NY 14517	814-342-7000	Federal ID 16-1344044 Vendor ID 1000008061
PC70268	**Sedia Systems Inc** 1820 W Hubbard St, Suite 225 Chicago, IL 60622	312-212-8010	Federal ID 20-2278815 Vendor ID 1000052711
PC70269	**Senator International, Inc. D/B/A Allermuir** 4111 N. Jerome Road Maumee, OH 43537	419-887-5806	Federal ID 20-8744510 Vendor ID 1100016625
PC70271	**SICO America, Inc.** 7525 Cahill Road Minneapolis, MN 55439	952-941-1700	Federal ID 41-1763365 Vendor ID 1100004186
PC70272	**Exemplis, LLC*** 6415 Katella Avenue Cypress, CA 90630	714-995-4800	Federal ID 33-0697684 Vendor ID 1000009099
PC70273	**Smith System Manufacturing Company, Inc.** 1150 Luna Rd Carrollton, TX 75006	972-398-4067	Federal ID 41-1424908 Vendor ID 1100027322
PC70274	**Source International Corp.** 400 Norris Glen Rd Toronto, ON M9C 1H5	416-253-2526	Federal ID 04-2752053 Vendor ID 1000005264
PC70275	**Spacefile International Corp** 18 Huddersfield Road Toronto, ON M9W 5Z6	416-523-1780	Federal ID 98-1309404 Vendor ID 1100297658
PC70276	**Spacesaver Storage Systems, Inc.** 1450 Janesville Avenue Fort Atkinson, WI 53538	920-563-0592	Federal ID 39-1383557 Vendor ID 1100004184

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PC70277	**Spec Furniture, Inc.** 165 City View Drive Toronto, ON M9W 5B1	416-246-5543	Federal ID 98-0171352 Vendor ID 1000049183
PC70278	**Special-T, LLC** 11820 Wills Road, Suite 140 Alpharetta, GA 30009	678-879-0777 Ext 2237	Federal ID 81-2612288 Vendor ID 1100208175
PC70279	**Spectrum Industries, Inc.** 1500 W River Street, PO Box 400 Chippewa Falls, WI 54729	407-242-6256	Federal ID 39-1094074 Vendor ID 1000009267
PC70280	**Stance Healthcare, Inc.** 45 Goodrich Drive Kitchener, ON N2C 0B8	519-896-2400 Ext 222	Federal ID 98-1053988 Vendor ID 1100218541
PC70281	**Steelcase, Inc.** 901 44th Street SE Grand Rapids, MI 49508	917-709-0732	Federal ID 38-0819050 Vendor ID 1000009238
PC70282	**Stylex, Inc.** PO Box 5038 Delanco, NJ 08075	800-257-5742	Federal ID 21-0632589 Vendor ID 1000008694
PC70283	**Swiftspace, Inc.** 825 Trillium Dr Kitchener, ON N2R 1J9	519-573-5673	Federal ID 98-1118042 Vendor ID 1100174093
PC70284	**Tayco Office Furnishings, Inc.** 400 Norris Glen Rd Toronto, ON M9C 1H5	416-253-2526	Federal ID 98-1700651 Vendor ID 1100295624
PC70285	**Teknion, LLC** 302 Fellowship Road, Suite 110 Mt. Laurel, NJ 08054	856-552-5503	Federal ID 22-3785040 Vendor ID 1000008872
PC70286	**The HON Company, LLC** 600 East 2nd Street Muscatine, IA 52761	563-299-2949	Federal ID 42-1491474 Vendor ID 1100302820
PC70287	**Three-H Furniture Systems Limited** 156462 Clover Valley Rd New Liskeard, ON P0J 1P0	705-941-0936	Federal ID 98-0427445 Vendor ID 1100209127
PC70288	**TMC Furniture, Inc.** 119 E. Ann Street Ann Arbor, MI 48104	734-622-0080	Federal ID 38-3430617 Vendor ID 1100067261
PC70289	**Toledo Furniture, Inc.** PO Box 18360 Stroudsburg, PA 18360	570-269-7135	Federal ID 22-3833777 Vendor ID 1100101398
PC70290	**Transformations by Wieland Inc** 310 Racquet Drive Fort Wayne, IN 46825	260-267-9578	Federal ID 35-2014386 Vendor ID 1000053000

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PC70291 MBE	**Trinity Furniture, Inc.** 6089 Kennedy Road Trinity, NC 27370	336-472-6660	Federal ID 56-1414163 Vendor ID 1100045809
PC70292 SBE	**Tristate Apartment Furnishers, LLC** 431 Timpson Place Bronx, NY 10455	718-665-3700	Federal ID 13-4018400 Vendor ID 1100109431
PC70293	**Via, Inc.** 205 Vista Blvd Sparks, NV 89434	812-686-8427	Federal ID 88-0226421 Vendor ID 1000009755
PC70294	**VS America, Inc.** 1940 Abbott Street Charlotte, NC 28203	803-371-2860	Federal ID 51-0469322 Vendor ID 1100042617
PC70295	**WB Manufacturing, LLC** 507 E Grant St Thorp, WI 54771	800-242-2303	Federal ID 81-4729294 Vendor ID 1100213951
PC70296	**WB Mason Company Inc.** 29 Mill St. Albany, NY 12204	888-926-2766 Ext 8174	Federal ID 04-2455641 Vendor ID 1000011030
PC70297	**Wenger Corporation** 555 Park Drive Owatonna, MN 55060-0448	800-493-6437 Ext 8550	Federal ID 41-0759858 Vendor ID 1100003595
PC70298	**Workrite Ergonomics Canada, Inc.** 950 Warden Avenue Toronto, ON M1L 4E3	571-565-5077	Federal ID 98-1318097 Vendor ID 1100176285

*9 to 5 Seating, LLC is a disregarded entity of Flokk, LLC (Parent/Owner). Flokk, LLC's Employer Identification Number is 84-3698834. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. 9 to 5 Seating, LLC is the entity who holds Contract PC70151, is fully responsible for the performance of duties under Contract PC70151. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Allsteel, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 36-0717079. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Allsteel, LLC is the entity who holds Contract PC70158, is fully responsible for the performance of duties under Contract PC70158. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Demco, Inc. is a disregarded entity of Wall Family Enterprise, Inc. (Parent/Owner). Wall Family Enterprise, Inc.'s Employer Identification Number is 20-8230779. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Demco, Inc. is the entity who holds Contract PC70187, is fully responsible for the performance of duties under Contract PC70187. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Ecologic Industries, LLC D/B/A Ecologic Furniture is a disregarded entity of Ecologic Industries DE, LLC. (Parent/Owner). Ecologic Industries DE, LLC's Employer Identification Number is 27-3650418. The

(continued)

Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Ecologic Industries, LLC D/B/A Ecologic Furniture is the entity who holds Contract PC70191, is fully responsible for the performance of duties under Contract PC70191. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Hancock & Moore, LLC D/B/A Cabot Wrenn is a disregarded entity of RHF Investments, Inc. (Parent/Owner). RHF Investments, Inc.'s Employer Identification Number is 46-2232330. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Hancock & Moore, LLC D/B/A Cabot Wrenn is the entity who holds Contract PC70205, is fully responsible for the performance of duties under Contract PC70205. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Exemplis, LLC is a disregarded entity of Seating Intermediate Holdings, LLC (Parent/Owner). Seating Intermediate Holdings, LLC's Employer Identification Number is 47-3083740. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Exemplis, LLC is the entity who holds Contract PC70272, is fully responsible for the performance of duties under Contract PC70272. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*The HON Company, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 92-0336532. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. The HON Company, LLC is the entity who holds Contract PC70286, is fully responsible for the performance of duties under Contract PC70286. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

(continued)

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:
Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State. Price Lists containing Not-To-Exceed prices can be found on the OGS Website at: https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT. (See "Contract Payments" and "Electronic Payments" in this document.)

(continued)

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: PC_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *

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Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Global Industries, Inc. (Contractor), located at 17 West Stow Road, Marlton, NJ 08053 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded No. PC70203, Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on March 5, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

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reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Corrina Azard
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 410-0978
Email: Corrina.Azard@dms.fl.gov

Contractor's Contract Manager:
Kelly Schwab
Global Industries, Inc.
17 West Stow Road
Marlton, NJ 08053
Telephone: (856) 552-3782
Email: kschwab@globalfurnituregroup.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

GLOBAL INDUSTRIES, INC.

DocuSigned by:
Katie Higgins
27E33EF5C32B432...

Katie L. Higgins, Senior Contracts Manager

3/18/2024 | 11:38 AM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C947139294994B5...

Pedro Allende, Secretary

3/19/2024 | 3:33 PM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

F. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

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awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and

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submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

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specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

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6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

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public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

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12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and MillerKnoll, Inc. (Contractor), located at 855 E. Main Ave., Zeeland, MI 49464-0302 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70241, Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on June 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

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reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Corrina Azard
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 410-0978
Email: Corrina.Azard@dms.fl.gov

Contractor's Contract Manager:
Troy Westerhof
MillerKnoll, Inc.
855 East Main Avenue
Zeeland, MI 49464
Telephone: (616) 654-7074
Email: troy_westerhof@millerknoll.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MILLERKNOLL, INC.

DocuSigned by:
Jay Lanenga
DDE1DFDA1E23425...

Jay Lanenga, Sr. Director of Contracts

6/26/2024 | 11:28 AM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...

Pedro Allende, Secretary

6/26/2024 | 4:10 PM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

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Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary

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status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing: Section deleted in its entirety.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying

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delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

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The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General

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and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the

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Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.4.1 Ownership.
The Contract is contemplated to provide Commercial Off the Shelf (COTS) products, which have been developed and offered for sale as finished products (with ancillary services) to the general market. Should any new intellectual property be created or developed exclusively with the State of Florida in connection with the Contract, the Department and Contractor shall agree to the ownership of said new intellectual property in a separate writing within a commercially reasonable time. For purposes of this Section, new intellectual property shall include, but not be limited to, patentable inventions or discoveries, copyrights, and trademarks, but shall wholly exclude any existing or background intellectual property, as defined in this section . If any new intellectual property rights are developed exclusively with the State of Florida in connection with the Contract, Contractor shall, within a commercially reasonable time, notify the Department of such new intellectual property rights.

8.4.2 Patentable Inventions or Discoveries: Section deleted in its entirety.

8.4.3 Copyrightable Works: Section deleted in its entirety.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section

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501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, “Foreign Country of Concern Attestation Form,” available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, “Common Carrier or Contracted Carrier Attestation Form,” available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT II

Global Industries, Inc. Contract Price List

https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295pl_Global.pdf

EXHIBIT III

MillerKnoll, Inc. Contract Price List

https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295pl_MillerKnoll.pdf

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT V

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

EXHIBIT VI

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Furniture, All Types
Contract Number: 5612000-24-NY-ACS
Contractor Name: Global Industries, Inc, (dba Global Furniture Group)

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press ***Ctrl + M*** *to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press* ***Ctrl + Q*** *to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
ABI (American Business Interiors)	www.ABInteriors.com	Robert Perers	Robertp@abinteriors.com	321-723-5003		2015 S. Waverly Place	Melbourne	FL	32901		Statewide	4/3/2024
AJAX		Mark Skolnick	mark@ajaxbus.com	727-535-1300		15360 US 19 N	Clearwater	FL	33764		Statewide	4/16/2024
Align1 Services LLC DBA Align1 Solutions	Align1 Solutions | Innovation for the Active Workplace	Adrian Rodriguez	arodriguez@align1solutions.com	305-205-3741		1301 E Broward Blvd. Suite 320	Ft. Lauderdale	FL	33301		Statewide	7/10/2024
American Interiors -Orlando	www.aminteriors.com	Matthew Essig	Matthew@aminteriors.com	419-377-7721		250 N Orange Ave, Ste 1600	Orlando	FL	32801		Statewide	4/3/2024
American Interiors -Tampa	www.aminteriors.com	Deirdre Bailey	Dbailey@aminteriors.com	813-505-7766		100 S Ashley Dr Ste 1300	Tampa	FL	33602		Statewide	4/3/2024
America's Office Source, Inc.	www.americasofficesource.com	William Powell	will@americasofficesource.com	404-478-0637	202	706 Turnbull Ave Ste 305	Altamonte Springs	FL	32701		Statewide	4/3/2024
Apex	www.apexop.com	Martha Landis	mlandid@apexop.com	352-622-3221	1664	5209 N Howard Ave	Tampa	FL	33603		Statewide	4/3/2024
Apricot Office Interiors	www.apricotos.com	Del Crooks	del.crooks@apricotos.com	954-256-3141		20401 NW 2nd Ave. Ste 220	Miami Gardens	FL	33169		Statewide	11/12/2025
BOS Orlando	www.bos.com/orlando	Angel Shawver	angel.shawver@bos.com	407-805-9911		200 Technology Park	Lake Mary	FL	32746		Statewide	4/3/2024
BOS Tampa	www.bos.com/tampa	Mike Furnari	michael.furnari@bos.com	813-560-2408		1600 E Eigth Ave, C-201	Tampa	FL	33605		Statewide	4/3/2024
Brixner Office Furniture LLC	www.brixneroffice.com	Maximilian Brixner	maxx@brixneroffice.com	941-254-3620		1101 6th Ave W Ste 110	Bradenton	FL	34205	7743	Statewide	11/12/2025
Business Interiors	www.businteriors.com	Thomas Curry	tcurry@businteriors.com	352-224-5161		4210 NW 37th Place Suite 500	Gainesville	FL	32606		Statewide	4/3/2024
Classroom Outfitters	www.classroomoutfitters.com	Rick Brewer	rick@classroomoutfitters.com	786-735-1155		19301 SW 106th Avenue , Suite 11	Miami	FL	33157		Statewide	4/3/2024
Commercial Design Services - Tampa		Tyler Davis	tdavis@cdstampa.com	813-886-0580		5805 Barry Road	Tampa	FL	36634	6625	Statewide	4/3/2024
Common Sense		Craig Caswell	Ccaswell@Commonsenseof.Com	407-206-5040		820 West Washington St.	Orlando	FL	32805		Statewide	4/3/2024
Compass Office Solutions - missing docs	www.compass-office.com	Jose Manuel Diaz	diazj@compass-office.com	954-430-4590		2450 Hollywood Blvd , Suite 401	Hollywood	FL	33020		Statewide	4/3/2024
Contract Furniture		Darla Vegenski	Sales@Contractfurniturefl.Com	813-247-6622		4450 E Adamo Drive Suite 506	Tampa	FL	33605		Statewide	4/3/2024
Corporate Interiors Inc.	www.the-cigroup.com	Linda Mullen	lmullen@the-cigroup.com	813-341-3413		12115 28th St. N.	St. Petersburg	FL	33716		Statewide	4/3/2024
Corporate Interiors of Orlando	www.the-cigroup.com	Brandi Markiewicz	bmarkiewicz@the-cigroup.com	407-619-8281		20 N. Orange Ave. Suite 106	Orlando	FL	32801		Statewide	4/3/2024
Corporate Interiors of South Florida	www.the-cigroup.com	Alfredo Alvarado	aalvarado@the-cigroup.com	954-501-4779		902 Clint Moore Rd. Suite 114	Boca Raton	FL	33487	7647	Statewide	4/3/2024
Corporate Interiors of Tampa Bay	www.the-cigroup.com	Gilbert Broco	gbroco@the-cigroup.com	813-341-3413		511 N. Franklin St.	Tampa	FL	33602		Statewide	4/3/2024
ECOP Emerald Coast Office Products		Michael Johnson	Mike@Ecop.Biz	850-677-8455		4315 Gulf Breeze Pkwy	Gulf Breeze	FL	32563		Statewide	4/3/2024
Electronic Classrooms	www.ecfl.org	John Stevenson	orders@ecfl.org	863-604-6123		14879 Bonnybridge Dr	Orlando	FL	32826		Statewide	4/16/2024
Elite Installation Services Co., Inc. (dba Elite Offi	http://www.eliteofficelogistics.com/	Mike Teets	eolgroup@aol.com	863-646-7291		4779 Drane Field Road	Lakeland	FL	33811	1220	Statewide	4/15/2026
Empire	www.empireoffice.com	Nora Dublino	ndublino@empireoffice.com	813-543-5025		02 Oakwood Blvd, Suite 140	Hollywood	FL	33020	1955	Statewide	4/16/2024
Empire	www.empireoffice.com	Peri Silber	psilber@empireoffice.com	954-707-6200		02 Oakwood Blvd, Suite 140	Hollywood	FL	33020	1955	Statewide	4/16/2024
Empire Office	www.empireoffice.com	Brittany Gruber	bgruber@empireoffice.com	407-599-6505		02 Oakwood Blvd, Suite 140	Hollywood	FL	33020	1955	Statewide	4/16/2024
Empire Office Inc Hollywood	www.empireoffice.com	Peri Silber	psilber@empireoffice.com	954-707-6200		02 Oakwood Blvd, Suite 140	Hollywood	FL	33020	1955	Statewide	4/16/2024
Everglades Trading		Kathy Cross	kathy@evergladestrading.com	561-996-1212		1510 W. Avenue A	Belle Glade	FL	33430		Statewide	4/3/2024
Executive Office Furniture		Shirley Bilbo	Sbilbo@Eofinc.Com	850-224-9476		1401 S. Monroe St	Tallahassee	FL	32301		Statewide	4/3/2024
Furniture Consultants Miami		Danielle Pansuti	danielle.pansuti@e-fci.com	845-531-8367		27500 NW 3rd Ave	Miami	FL	33127		Statewide	4/3/2024
Galloway Offie Supplies & Furniture		Jim Toural Sr.	Jim@Gallowayofficesupply.Com	305-591-1616		10201 Nw 21 St.	Doral	FL	33172		Statewide	4/3/2024
GLT Total Office	www.glttotaloffice.com	Melanie Brenton	Mbrenton@glt.com	868-686-1799		2929 South Combee Road	Lakeland	FL	33803	9600	Statewide	11/12/2025
Hertz		Mutty Leiser	Bids@Hertzfurniture.Com	201-529-2100		170 Williams Drive Suite 201	Ramsey	NJ	07446		Statewide	4/3/2024
Holmes Brakel		Sarah Paulk	spaulk@holmesbrakel.com	813-229-6869		3014 N. US Highway 301, Ste 100	Tampa	FL	33619		Statewide	4/3/2024
ICS Orlando		Pete Simpson	psimpson@interiorcontract.com	407-294-4141		3939 N John Young Parkway	Orlando	fl	32804		Statewide	4/3/2024
Imageworks	Imageworksci.com	Damon Calen	damon@imageworksci.com	850-527-5056		97 Oak Ave	Panama City	FL	32401		Statewide	7/10/2024
Indoff - FL	www.indoff.com	Lauri Nicolas	lauri.nicolas@indoff.com	813-240-6189		16411 60th Street N	Loxahatchee	FL	33470	6148	Statewide	4/3/2024
Info Pro Concepts Inc.		Phillip Swindle	Infopro@Comcast.Net	904-292-4400		10702 Hood Road South, Ste. 1	Jacksonville	FL	32257		Statewide	4/3/2024
Innerspaice Architectural Interiors, LLC		Mark Todd	Mtodd@Innerspaice.Com	850-664-1249		139 Eglin Pkwy Se	Fort Walton Beach	FL	32548		Statewide	4/3/2024
Integrated Facility Systems, Inc.		Kelly Kearney	Kkearney@Ifsbi.Com	850-536-0888		318 N Monroe St	Tallahassee	FL	32301		Statewide	4/3/2024
Interior Fusion - Tampa		Richard Fendley	Rfendley@Ifsdv.Com	727-517-5132		7880 US Highway 19 N	Pinellas Park	FL	33781		Statewide	4/16/2024
Interior Fusion LLC Jacksonville		Walter Stephen Jacobs	Sjacobs@Ifsdv.Com	904-731-0063		8409 Baymeadows Road	Jacksonville	FL	32256		Statewide	4/3/2024
Interior Fusion Melbourne		Richard Fendley	Rfendley@Ifsdv.Com	727-517-5132		7261 Bryan Dairy Road	Largo	FL	33773		Statewide	4/3/2024
JC White	www.jcwhite.com	Phil Wodecki	phil.wodecki@jcwhite.com	954-499-6677		1662 NW 215th Street	Miami Gardens	FL	33056		Statewide	4/3/2024
LCG Spacemakers (Libero Consulting)	www.lcgspacemakers.com	Allan P. Libero	allan@lcgspacemakers.com	954-253-3806		2347 Harding Street	Hollywood	FL	33020	2346	Statewide	4/16/2024
M Hanson and Co	www.mhansonco.com	Jane Mosley	jane@mhansonco.com	954-630-1500		33 SE 5th Street, Suite 200	Boca Raton	FL	33432		Statewide	4/3/2024
Manasota Office Supplies, LLC	https://www.manasotaofficesupplies.com/	Michael Lucido	mike@manasotaos.com	941-404-4635		3230 59th Dr. E. Unit 108	Bradenton	FL	34203		Statewide	7/29/2025
Marco Office Supply		Brett Watt	Brett@Marcoofficesupply.Com	239-775-7513		220 Industrial Blvd.	Naples	FL	34104		Statewide	4/16/2024
McAleer'S Office Furniture Co Inc		David Mcaleer	David@Mcaleers.Com	850-479-1090		4625 N. Davis Hwy.	Pensacola	FL	32503		Statewide	4/3/2024
Meteor Education	www.meteoreducation.com	Larry Metsch	lmetsch@meteoreducation.com	800-699-7516		690 NE 23rd Avenue	Gainesville	FL	32609		Statewide	4/3/2024

N&N Office Furniture Warehouse, Inc.		Lisa James	lisannoffice@gmail.com	352-624-3370		953 N. E. Osceola Ave, Suite 102	Ocala	FL	34470		Statewide	4/16/2025
National Business Furniture		Carrie Davidson	sales@nbf.com	800-558-1010		770S 70th Street	Milwaukee	WI	53214		Statewide	4/3/2024
ODP Business Solutions		Michael Johnston	mjohnston@odpbusiness.com	561-438-6029		6600 North Military Trail	Boca Raton	FL	33496		Statewide	4/16/2024
OEC	www.oecbi.com	Gerri Holland	gholland@oecbi.com	251-471-3368	7482	104 East I65 Service Road N	Mobile	AL	36607	2346	Statewide	4/16/2024
OFDC		Nicholas Gabrielsen	Ngabrielsen@Ofdc-Inc.Com	239-337-1212		11866 Metro Parkway	Fort Myers	FL	33966		Statewide	4/16/2024
Office Furniture Warehouse	www.OFWFL.com	Robert Beltrame	rbeltrame@ofwfl.com	954-968-4700		2099 W. Atlantic Blvd	Pompano Beach	FL	33069		Statewide	4/3/2024
ONECBI (CBI)	www.cbi-nc.com	Accounts Receivable	AR@CBI-NC.COM	704-525-7630		4020 Yancey Road	Charlotte	NC	28217		Statewide	4/16/2024
Perdue		Trace Turner	trace.turner@perdueoffice.com	904-737-5858		8443 Baymeadows Rd	Jacksonville	FL	32256		Statewide	4/16/2024
Pradere	www.pradereoffice.com	Ileana Pradere	ileana@pradereoffice.com	305-823-0190		7655 West 20 Avenue	Hialeah	FL	33016		Statewide	4/3/2024
R George	www.rgeorge.com	Irma De La Sancha	irma@rgeorge.com	386-747-3126		1087 SW 27 Place	Boynton Beach	FL	33426	6716	Statewide	4/3/2024
School Specialty		Leonard Adkins	Leonard.Adkins@Schoolspecialty.Com	419-589-1900		100 Paragon Parkway	Mansfield	OH	44903		Statewide	4/16/2024
Schoolhouse Products		Andrea Posusta	Andrea@Schoolhouseproducts.Com	813-855-1414		13517 Prestige Place	Tampa	FL	33635		Statewide	4/16/2024
Signature School Products	www.SignatureSchoolProducts.com	Michael Monahan	info@signatuureschoolproducts.com	800-432-6190		220 Springview Commerce Dr. #180	Debary	FL	32713		Statewide	4/3/2024
Southeast Office Products & Paper, LLC	www.southeastofficeproducts.com	Lane Harper	l.harper@southeastofficeproducts.com	850-232-3341		450 Van Pelt	Pensacola	FL	32505		Statewide	4/16/2025
Staples Contract & Commercial LLC	www.staples.com	Gilbert Saunders	gilbert.saunders@staples.com	407-572-5768		500 Staples Drive	Framingham	MA	17020		Statewide	4/15/2026
Studio 71 Office Furnishings LLC	www.studio71.us	Melanie Taylor	mtaylor@studio71.us	904-993-4774		8859 La Terrazza Place	Jacksonville	FL	32217		Statewide	1/15/2026
Superior Installations Network		Suzy Romaine	suzy@superiorinstall.net	561-845-9858		3740 Prospect Avenue Unit Two	Riviera Beach	FL	33404		Statewide	4/3/2024
The Outlet Center of Florida	www.officefurniture4sale.com	George Dargham	gdargham@officefurniture4sale.com	(305) 889-3364		1790 West 8th Avenue	Hialeah	FL	33010		Statewide	7/10/2024
Workplace Integration Inc.	www.wpifl.com	Jim Smittle	jim@wpifl.com	813-542-1015		5129 West Rio Vista, Bldg. 9	Tampa	FL	33634		Statewide	7/10/2024
Workscapes		Elizabeth Dvorak	Edvorak@Workscapes.Com	877-967-5722		3225 E Clark Street, Ste A	Tampa	FL	33605		Statewide	4/3/2024
WRK Lab, Inc.	www.wrklab.com	Danny Garcia	dgarcia@wrklab.com	305-400-8101		3605 NW 115 Avenue	Doral	FL	33178	1856	Statewide	4/3/2024
Your Office Inc.		Charles Williams	yourofficefl@aol.com	954-530-0137		609 NW 28th Street	Wilton Manors	FL	33311		Statewide	4/3/2024

EXHIBIT VII

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Furniture
Contract Number: 56120000-24-NY-ACS
Contractor Name: MillerKnoll, Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press ***Ctrl + M*** *to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press* ***Ctrl + Q*** *to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
American Interiors-Orlando LLC	https:/aminteriors.com	Chuck Radabaugh	cradabaugh@aminteriors.com	419-467-1501		250 North Orange Avenue, Suite 1600	Orlando	FL	32801		Statewide	7/18/2024
American Interiors-Tampa LLC	https:/aminteriors.com	Chuck Radabaugh	cradabaugh@aminteriors.com	419-467-1501		100 South Ashley Street, Suite 1300	Tampa	FL	33602		Statewide	7/18/2024
Business Interiors, Inc. - Gainesville	https://businteriors.com	Tony Roper	troper@businteriors.com	615-707-4068		4210 NW 37th Place, Suite 500	Gainesville	FL	32606		Statewide	10/16/2024
Business Interiors, Inc.- Pensacola	https://businteriors.com	Tony Roper	troper@businteriors.com	615-707-4068		111 S DeVilliers St	Pensacola	FL	32502		Statewide	10/16/2024
Business Interiors, Inc.- Tallahassee	https://businteriors.com	Tony Roper	troper@businteriors.com	615-707-4068		1211 Governors Square Blvd	Tallahassee	FL	32301		Statewide	10/16/2024
Facilities Resource Group, Inc.	https://frginteriors.com/	Robin Gentry	rgentry@frginteriors.com	251-626-3048		1602 Gum Creek Cove	Niceville	FL	32578		Statewide	7/18/2024
ONECBI, LLC dba CBI	https://cbi-nc.com/	Jorge Miralles	jorge.miralles@cbi-se.com	954-315-3125		888 E Las Olas Blvd. Suite 600	Fort Lauderdale	FL	33301		Statewide	7/18/2024
ONECBI, LLC dba CBI	https://cbi-nc.com/	Kathy Snowden	kathy.snowden@cbi-se.com	904-233-7725		1 Independent Dr	Jacksonville	FL	32202		Statewide	7/18/2024
Pradere Office Products	https://pradereoffice.com/	Michelle Pradere	michelle@pradereoffice.com	305-823-0190		7655 West 20th Avenue	Hialeah	FL	33014		Statewide	7/18/2024
Workscapes, Inc. - Orlando	www.workscapes.com	Will Dvorak	wdvorak@workscapes.com	407-599-6770		1173 North Orange Ave	Orlando	FL	32804		Brevard, Indian River, Lake, Orange, Osceola, Seminole, Volusia	7/18/2024
Workscapes, Inc.- Fort Myers	www.workscapes.com	Elizabeth Dvorak	edvorak@workscapes.com	813-620-0048		8771 College Parkway Ste 204	Fort Myers	FL	33919		Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee	7/18/2024
Workscapes, Inc.- Tampa	www.workscapes.com	David Loos	dloos@workscapes.com	813-620-0048		3225 E Clark St	Tampa	FL	33605		Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, Sarasota, Sumter	7/18/2024
Workscapes, Inc.-Jacksonville	www.workscapes.com	Christie Hill	chill@workscapes.com	407-468-5166		1505 Dennis St	Jacksonville FL	FL	32204		Alachua, Baker, Bradford, Clay, Duval, Flagler, Marion, Nassau, Putnam, St. Johns, Union	7/18/2024
Wrk Lab, Inc.	www.wrklab.com	Bryan Berndt	bberndt@wrklab.com	305-400-8101		3605 NW 115th Ave	Doral	FL	33178		Broward, Hillsborough, Martin, Miami-Dade, Monroe, Okeechobee, Palm Beach, St. Lucie	7/18/2024

Detail by FEI/EIN Number

Foreign Limited Liability Company
ONECBI, LLC

Filing Information

Document Number	M14000003928
FEI/EIN Number	47-0966094
Date Filed	06/05/2014
State	NC
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	11/25/2014
Event Effective Date	12/31/2014

Principal Address

888 E LAS OLAS BLVD
600
LAUDERDALE, NC 33301

Changed: 03/31/2018

Mailing Address

4020 YANCEY ROAD
CHARLOTTE, NC 28217

Registered Agent Name & Address

Ickovic, Genevieve
888 E LAS OLAS BLVD
600
Fort Lauderdale, FL 33301

Name Changed: 04/29/2025

Address Changed: 03/31/2018

Authorized Person(s) Detail

Name & Address

Title OWNER

CBI HOLDING COMPANY, LLC
4020 YANCEY ROAD
CHARLOTTE, NC 28217

Title Authorized Member

Ickovic, Genevieve
888 E LAS OLAS BLVD
600
LAUDERDALE, NC 33301

Annual Reports

Report Year	Filed Date
2023	03/06/2023
2024	04/30/2024
2025	04/29/2025

Document Images

04/29/2025 -- ANNUAL REPORT	View image in PDF format
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04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
11/25/2014 -- Merger	View image in PDF format
06/05/2014 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4E **Meeting Date:** 5/12/2026

City Reference Number (C#): C26122

Item Description:

A Resolution of the City of Sunrise, Florida, to award Bid No. 26-14-11-HR for the Sawgrass Utility Complex and Administration Building Irrigation Reuse Project to MBR Construction, Inc.; approving Contract No. C 26-14-11-HR; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
465.66.70.536.506510 - Construction
Project 5132SY - Landscaping & Irrigation Improvements at Treatment Plants

Amount:
$652,310.00

ATTACHMENTS:

ATY Resolution - C26122

Resolution 24-59
Executed ILA
Bid Tabulation
Sunbiz - MBR Construction, Inc.

Background:

On May 28, 2024, the City of Sunrise Commission approved an Interlocal Agreement (ILA) between Broward County and the City of Sunrise for Integrated Water Resource Plan (IWRP) Funding via Resolution No. 24-59. Broward County's IWRP grants are offered to drainage districts, water control districts, utilities, and municipal partners as cost-share funding to implement IWRP projects. This ILA will partially fund the City's Sawgrass Utility Complex & Administration Building Irrigation Reuse project with a grant funding amount of $120,000.

The project was designed by Craven Thompson and Associates and received regulatory agencies' approval. The City of Sunrise now requires a qualified contractor to provide construction services for furnishing all labor, materials, tools and equipment necessary to perform and complete the installation of an automatic irrigation system to connect to the City's Reuse Water System.

The Sawgrass Utility Complex & Administration Building Irrigation Reuse project was advertised on February 12, 2026 via Bid No. 26-14-11-HR. A mandatory pre-bid meeting with site visit was held on February 17, 2026 with two (2) prospective bidders attending the meeting. To promote competition, outreach was conducted and a second mandatory pre-bid meeting with site visit was held on February 27, 2026 with one (1) prospective bidder attending. The bid opened on March 16, 2026 and two (2) bids were received.

The Purchasing Office, Utilities Department, and Craven Thompson and Associates evaluated the bids and recommend award to the lowest responsive and responsible bidder, MBR Construction, Inc. (MBR). MBR's bid price is approximately 21.8% higher than the most recent Engineer's Opinion of Probable Construction Cost (OPCC) while the second low bidder's price was 29.5% higher than the low bidder. Due to current market conditions, as well as the inherent complexities and potential unknown conditions associated with construction within an active water and wastewater treatment facility, particularly the uncertainties related to underground piping within the utility complex, Craven Thompson and Associates and City staff have determined that MBR's bid price is fair and reasonable.

MBR is currently working on the Parks Security Improvements project, the Sunset Strip Passive Park project and the Civic Center Pool Pump Building project and continues to perform satisfactory work. All references were favorable for MBR Construction, Inc.'s performance on other projects of similar type and scale with other entities and on all previous contracts with the City.

Staff is requesting approval to award to MBR Construction, Inc. Following award by the Commission, the Contractor will be required to obtain an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award. The construction contract and associated construction documents are

available at the Purchasing Office upon request.

City of Sunrise vendors listed in the Business Tax Receipt Database that may supply services were solicited, however, no responses were received.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson, Procurement Specialist

Phone: 954-572-2202

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 26-14-11-HR FOR THE SAWGRASS UTILITY COMPLEX AND ADMINISTRATION BUILDING IRRIGATION REUSE PROJECT TO MBR CONSTRUCTION, INC.; APPROVING CONTRACT NO. C 26-14-11-HR; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. MBR Construction, Inc. is hereby selected for award of Bid No. 26-14-11-HR for the Sawgrass Utility Complex and Administration Building Irrigation Reuse Project in the amount of $652,310.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

Section 2. The Procurement Manager or designee is hereby authorized to execute all documents in connection with this award, including the contract for construction (Contract), upon review and approval by the City Attorney's Office. The Procurement Manager or designee shall provide the City Clerk with a copy of the Contract to attach to this Resolution as Exhibit A.

Section 3. The City Manager and the Director of Utilities are hereby authorized to approve change orders in accordance with the conditions specified in Resolution No. 92-222-11-A. All City permit fees, with the exception of re-inspection fees, will be paid directly by the Utilities Department.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

CITY CLERK
CITY OF SUNRISE
2024 JUN 12 AM 10: 39

SUNRISE, FLORIDA

RESOLUTION NO. 24-59

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Countywide Integrated Water Resource Plan (IWRP) was developed in partnership with municipal leaders, water managers, utility directors, and other stakeholder groups representing the County's water resource and water supply interests; and

WHEREAS, Broward County's IWRP grants have been offered to drainage districts, water control districts, utilities, and municipal partners since 2006 as cost-share funding to implement the IWRP; and

WHEREAS, the City's application for funding for the Sawgrass Utility Complex & Administration Irrigation (Reclaimed Water) Project was approved by the Broward County Board of Commissioners; and

WHEREAS, the Parties wish to enter into an Interlocal Agreement to delineate their areas of responsibility with respect to the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The "Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding" (Interlocal Agreement) is hereby approved. A copy of the Interlocal Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor and the City Manager are hereby authorized to execute the Interlocal Agreement.

Section 3. City staff are hereby authorized to do all acts and things required of them for the full, punctual and complete performance of the Interlocal Agreement.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 28TH DAY of MAY, 2024.

Mayor Michael J. Ryan

Authentication:

~~Felicia M. Bravo~~ Mery Cruel
Deputy City Clerk

MOTION: SCUOTTO
SECOND: KERCH

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING

This Interlocal Agreement ("Agreement") is entered into between Broward County ("County"), a political subdivision of the State of Florida, and the City of Sunrise, a municipal corporation existing under the laws of the State of Florida ("City") (each a "Party," collectively, the "Parties").

Recitals

A. The Broward Countywide Integrated Water Resource Plan ("IWRP") was developed in partnership with municipal leaders, water managers, utility directors, and other stakeholder groups representing a broad cross-section of County's water resource and water supply interests.

B. The goals of the IWRP are to optimize the beneficial uses of local water resources through more efficient management of the County's secondary canal system; to provide a strategy for effective participation in water management on a regional level; to diversify water supplies as a drought management strategy; and to meet long-term urban water needs.

C. County's IWRP grants have been offered to drainage districts, water control districts, utilities, and municipal partners since 2006 as cost-share funding to support the implementation of the IWRP.

D. In 2023, partners were offered an opportunity to pursue County funding to finance feasibility analyses and preliminary design of projects, or reclaimed water construction projects that serve the goals of the IWRP.

E. City's application for the Sawgrass Utility Complex & Administration Irrigation (Reclaimed Water) Project to be conducted by City ("Project") was received and reviewed by the Technical Advisory Committee to the Water Advisory Board, later endorsed by the Water Advisory Board, and approved by the Broward County Board of County Commissioners for funding.

F. The Parties are desirous of entering into this Agreement to delineate their areas of responsibility with respect to the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Contract Administrator** means the Director of the Resilient Environment Department, its successors or assigns, or such other person designated by the Director in writing.

1.3 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.4 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.5 **Services** means all work required by City under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services") procured under this Agreement.

1.6 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include subconsultants.

ARTICLE 2. EXHIBITS

2.1 The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Scope of Services
Exhibit B Payment Schedule

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope of Services. City shall perform all work identified in this Agreement, including, without limitation, the work specified in Exhibit A ("Scope of Services"). Scope of Services is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable. City shall meet all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

3.2 Modifications to Scope of Services. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly set forth in this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end twenty-four (24) months after the Effective Date ("Term"). The Term shall include any Extension Term, as set forth in Sections 4.3 and 4.4.

4.2 Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than twenty-four (24) months after the Effective Date. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

4.3 Extensions. In the event County elects to extend the term of this Agreement beyond the Term, City agrees it shall continue to provide Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Term ("Extension Term"). This option, if elected by County, shall be exercised by County's Purchasing Director by written notice stating the duration of the extended period, which notice shall be provided to City at least thirty (30) days prior to the end of the Term.

4.4. Extension Term. For any Extension Term, City shall not be paid additional compensation, unless otherwise expressly stated in Exhibit B. City shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

ARTICLE 5. COMPENSATION

5.1 Maximum Amounts. For all Services provided under this Agreement, County will pay City up to, and not to exceed, One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00). Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by City as full compensation for all such Services. City acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate City for work under this Agreement. These maximum amounts, however, do not constitute any limitation of any sort upon City's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, City shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment.

5.2.1. City may submit invoices for compensation after Services have been completed. An original invoice plus one (1) copy are due within sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. Any invoice submitted by City shall not exceed the amount set forth in Section 5.1 for applicable Services.

5.2.3. County shall pay City within thirty (30) days after receipt of City's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement.

5.2.4. Payment shall be made to City at the address designated in the Notices section.

5.3 Subcontractors. County's cost share funding does not obligate County to pay any amount to any City Subcontractor, if any exist, and City agrees that no Subcontractor costs or invoices shall be paid or invoiced to County, directly or indirectly, on the basis on this Agreement.

5.4 Withholding Payment. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates Applicable Law. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

6.2 Solicitation Representations. City represents and warrants that all statements and representations made in City's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date City executes this Agreement, unless otherwise expressly disclosed in writing by City.

6.3 Contingency Fee. City represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for City, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Truth-In-Negotiation Representation. City's compensation under this Agreement is based upon its representations to County, and City certifies that the wage rates, factual unit costs, and other information supplied to substantiate City's compensation, including without limitation those made by City during the negotiation of this Agreement, are accurate, complete, and current as of the date City executes this Agreement. City's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for City's compensation in this Agreement.

6.5 Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. City represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. City represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. City represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7 Claims Against City. City represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of City, threatened against or affecting City, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of City to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of City or on the ability of City to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

6.9 Warranty of Performance. City represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that

each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. City represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10 Prohibited Telecommunications Equipment. City represents and certifies that City and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, City represents and certifies that City will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to City; (c) set off from any amounts due City the full amount of any damage incurred; and (d) debarment of City.

ARTICLE 7. GOVERNMENTAL IMMUNITY

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes by any of the Parties or shall be construed as impacting or modifying the protections set forth therein except to the extent otherwise required under applicable Florida law. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and each Party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8. INSURANCE

Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Party with written verification of liability protection in accordance with state law upon request by the other Party.

ARTICLE 9. TERMINATION

9.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1 City's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2 By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by City in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

9.1.3 By the Director of OESBD upon the disqualification of City as a CBE or SBE if City's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of City's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and City shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2 Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to City. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, City shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay City for Services under this Agreement.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

10.1 City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 By January 1 of each year, City must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3 County Business Entities. Although no CBE goal has been set for this Agreement, County encourages City to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by City in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

11.3.1 Keep and maintain public records required by County to perform the Services;

11.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4 Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If City receives a request for public records regarding this Agreement or the Services, City must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

City must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that City contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which City asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In

addition, City must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, City must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by City as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by City, or the claimed exemption is waived. Any failure by City to strictly comply with the requirements of this section shall constitute City's waiver of County's obligation to treat the records as Restricted Material. City must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JUDI KLADERMAN, AT 954-357-6613, JKLADERMAN@BROWARD.ORG, 115 S ANDREWS AVE, RM 329D, FORT LAUDERDALE, FLORIDA 33301.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with

seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5 Independent Contractor. City is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Resilient Environment Department, its successors or assigns
Attn: Dr. Jennifer Jurado, Deputy Director
115 S. Andrews Avenue, Room 329D
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR CITY:
City of Sunrise Utility Department
Attn: Rodrigo de Castro, P.E., Director of Utilities
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Email address: RdeCastro@sunrisefl.gov

11.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10 Conflicts. Neither City nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of City's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or City is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude City or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If City is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as City.

11.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.13 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.15 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in

federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

11.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20 Payable Interest

11.20.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.23 Use of County Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.24 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.25 Living Wage Requirement. If City is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, City shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. City shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.26 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) is required of, or undertaken by, City as a result of this Agreement, then Section 26-5 of the Code shall be deemed to apply to such construction work. City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit A.

11.27 Polystyrene Food Service Articles. City shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, and City of Sunrise, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Alexis Marrero Koratich (Date)
Assistant County Attorney

By_____
Maite Azcoitia (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING

CITY OF SUNRISE

City of Sunrise

Attest:

Deputy City Clerk

By _____
Mayor-~~Commissioner~~

11 day of June, 2024

By _____
City Manager

6 day of June, 2024

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

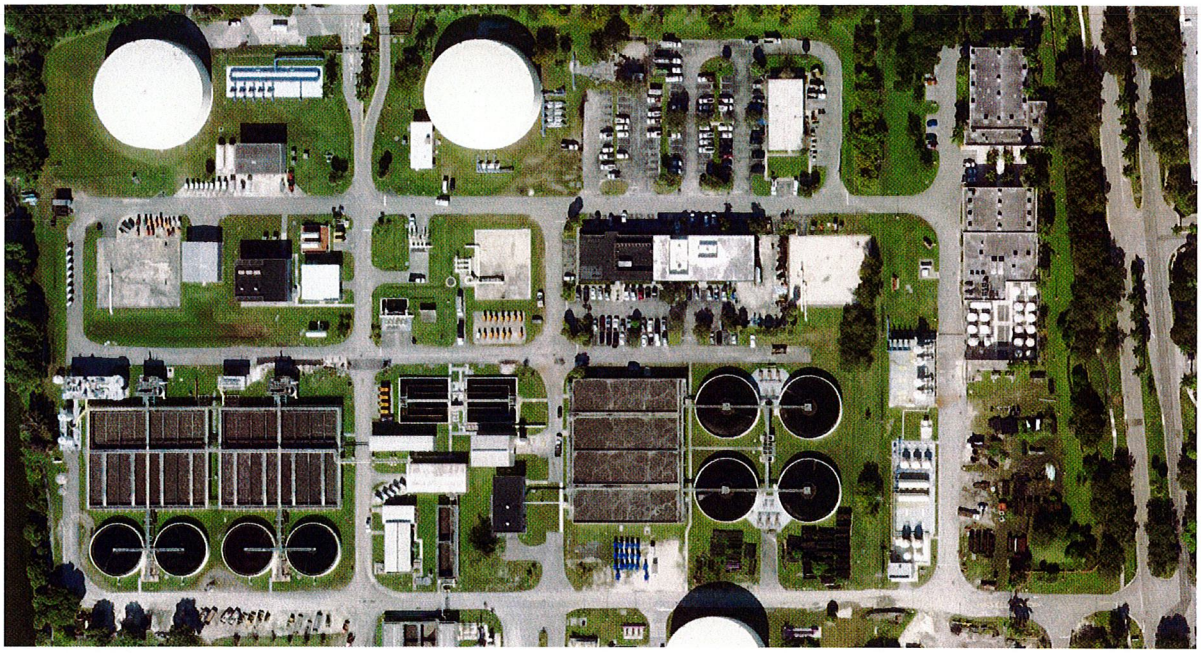
PROJECT DESCRIPTION

The City of Sunrise has made significant progress towards promoting water supply resiliency by expanding opportunities in alternative sources. The City of Sunrise completed the construction of a 2 MGD reuse facility at the Sawgrass Wastewater Treatment Plant in 2019. The proposed project includes converting all current potable water irrigation systems to reclaimed water and constructing a new irrigation system for the Sawgrass Utility Complex and Administration Building facility by utilizing the reclaimed water produced by the Sawgrass Reclaimed Water Treatment Plant. The work will include installing various valves, irrigation mainlines, sprinkler heads, and converting existing potable water irrigation systems with a new connection to the Sawgrass Reuse Water Treatment Plant system and applicable informational signage.

Project plans are currently approved and permitted by the City of Sunrise Community Development Department and are ready for bidding and award. The City's Utility Department is prepared to support a minimum of 50% to share the cost of the Project. The project includes over 7,600 lineal feet (lf) of irrigation mainline, 30,000 lf of irrigation lateral lines, 560 sprinkler heads and multiple valves, and reconfiguration work to convert the existing potable water irrigation system to reclaimed water irrigation systems. Due to the significant amount of underground utilities throughout the plant, excavation is particularly challenging, and will be reflected in construction cost.

[Remainder of Page Intentionally Left Blank]

Figure 1. Location of Sawgrass Water & Wastewater Treatment Plant for the Re-use Irrigation Project.



PROJECT GOALS AND OBJECTIVES:

The project goals are to reduce the stress on potable water supply sources and expand the existing reuse system to increase the distributed reuse. This project directly replaces an irrigation system for property of approximately 45 acres area that utilizes potable water with a reclaimed water source. So, for this replacement and other potable water irrigation systems that can be replaced, the demand for potable water production for this purpose will reduce, thereby pushing out the need to expand potable supply and production for this purpose.

The project is consistent with furthering the Broward County Regional Reuse Master Plan since it includes the replacement of a potable water irrigation system with a reclaimed water irrigation system. This project includes constructing a new irrigation system for the facility by utilizing the reclaimed water produced by the Sawgrass Reclaimed Water Treatment Plant. This project includes installing/replacing 560 irrigation heads with varying flow rates between 1.54 gpm and 6.01 gpm throughout the system. Each zone typically runs for 20 minutes per day. The quantifiable amount of reuse water that would be used rather than injecting in the ground or for consuming potable water would be approximately 16 million gallons per year.

The proposed project will service the City of Sunrise Utility Department as a new customer to eliminate the potable water demand and convert to reclaimed water. The project will serve as a model for other government utility owners, corporations and residents to observe and demonstrate the success of converting to reuse. The project also supports the Ocean Outfall

Legislation in meeting a 60% reuse requirement by 2025 or when the Cities may be required to comply with these requirements ultimately.

PROJECT DELIVERABLES:

TASK 1. Installation of reclaimed water irrigation system at the Sawgrass Utility Complex & Administration Facility.

Deliverable 1. Two copies of the Installation/Construction Reports and permitting documents for the irrigation system installation project. The documents may alternately be submitted electronically as a single ADA accessible pdf document.

Deliverable 2. Electronic GIS files developed for the project.

demonstrate the success of converting to reuse. The project also supports the Ocean Outfall Legislation in meeting a 60% reuse requirement by 2025 or when the Cities may be required to comply with these requirements ultimately.

PROJECT DELIVERABLES:

TASK 1. Installation of reclaimed water irrigation system at the Sawgrass Utility Complex & Administration Facility.

Deliverable 1. Two copies of the Installation/Construction Reports and permitting documents for the irrigation system installation project. The documents may alternately be submitted electronically as a single ADA accessible pdf document.

Deliverable 2. Electronic GIS files developed for the project.

Exhibit B
Payment Schedule

The Project will be funded through cost share support by Broward County and the City of Sunrise in the amounts shown below. The Project will be completed in twenty-four (24) months.

Project	**Total Project Cost**	**Broward County Funds**	**City of Sunrise Funds**
Installation of reclaimed water irrigation system at the Sawgrass Utility Complex & Administration Facility	$895,000	Not to Exceed $120,000.00	$775,000.00

BID NO: BID 26-14-11-HR

BID TITLE: Sawgrass Utility Complex & Administration Building Irrigation Reuse

OPENING DATE: March 16, 2026

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
MBR Construction, Inc.	$652,310.00
Alen Construction Group, Inc.	$845,000.00

BID OPENED BY:
Holly Raphaelson, CPM, CPSM, CPPO, NIGP-CPP, FCCM

Detail by FEI/EIN Number

Florida Profit Corporation
MBR CONSTRUCTION, INC.

Filing Information

Document Number	P92000004585
FEI/EIN Number	65-0373938
Date Filed	11/10/1992
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/01/1993
Event Effective Date	NONE

Principal Address

1020 NW 51 STREET
FORT LAUDERDALE, FL 33309

Changed: 01/19/2009

Mailing Address

1020 NW 51 STREET
FORT LAUDERDALE, FL 33309

Changed: 01/19/2009

Registered Agent Name & Address

Boss, Michael R
1020 NW 51 Street
FT. LAUDERDALE, FL 33309

Name Changed: 01/13/2014

Address Changed: 01/13/2014

Officer/Director Detail

Name & Address

Title DP

BOSS, MICHAEL
1020 NW 51 STREET
FORT LAUDERDALE, FL 33309

Title Secretary

cole-broccoli, wendy
1020 NW 51 STREET
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2024	02/08/2024
2025	02/17/2025
2026	01/21/2026

Document Images

01/21/2026 -- ANNUAL REPORT	View image in PDF format
02/17/2025 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
03/07/2023 -- ANNUAL REPORT	View image in PDF format
03/02/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
11/01/2013 -- Off/Dir Resignation	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
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03/03/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/21/2004 -- ANNUAL REPORT	View image in PDF format
02/26/2003 -- ANNUAL REPORT	View image in PDF format
11/27/2002 -- ANNUAL REPORT	View image in PDF format
01/14/2002 -- ANNUAL REPORT	View image in PDF format
04/06/2001 -- ANNUAL REPORT	View image in PDF format
04/24/2000 -- ANNUAL REPORT	View image in PDF format

09/16/1999 -- ANNUAL REPORT	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
04/10/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format
08/02/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4F **Meeting Date:** 5/12/2026

City Reference Number (C#): C26120

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of Flygt products, original equipment manufacturer parts, Flygt new purchases, service repairs and warranty repairs from Xylem Water Solutions U.S.A., Inc. as the sole source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various Departmental Accounts

Amount:
$500,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2025/2026.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26120
Sole Source Form
Sunbiz - Xylem Water Solutions U.S.A., Inc.

Background:
The Utilities Department has numerous Flygt pumps located throughout the City's service area for the conveyance of wastewater at lift stations. The Department maintains 219 lift stations and the majority contain Flygt products. These pumps have become a standardized and integral component of the City's wastewater infrastructure, supporting operational consistency, maintenance efficiency, and system reliability.

Continued use of Flygt equipment ensures compatibility with existing infrastructure. Xylem Water Solutions U.S.A., Inc. (Xylem) is the only authorized vendor for Flygt products, original equipment manufacturer (OEM) parts, service repairs, and warranty related services. By using a vendor other than Xylem to rebuild Flygt pumps, existing warranties could be voided. Using Xylem parts ensures proper fit and years of satisfactory service.

Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise, it is requested that the City Commission waive the City's formal bidding requirement for the purchase of Flygt products, original equipment manufacturer parts, Flygt new purchases, service repairs and warranty repairs from Xylem Water Solutions U.S.A., Inc. as the sole source provider for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three years from the effective date of this Resolution of parts, service repairs, and warranty related services that do not exceed budgeted funds.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, Procurement Specialist

Phone: 954-572-2484

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF FLYGT PRODUCTS, ORIGINAL EQUIPMENT MANUFACTURER PARTS, FLYGT NEW PURCHASES, SERVICE REPAIRS AND WARRANTY REPAIRS FROM XYLEM WATER SOLUTIONS U.S.A., INC. AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise owns and operates numerous Flygt pumps throughout the City's service area for the conveyance of wastewater at lift stations; and

WHEREAS, Xylem Water Solutions U.S.A., Inc. owns Flygt Corporation and is the sole source provider of Flygt products, original equipment manufacturer parts, service repairs, and warranty repairs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The purchase of Flygt products, original equipment manufacturer parts, service repairs, and warranty repairs on an as-needed basis, from Xylem Water Solutions U.S.A., Inc. is hereby approved.

Section 2. Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise, Florida, the City's formal bidding procedures are waived as to Xylem Water Solutions U.S.A., Inc. as the sole source provider for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three (3) years from the effective date of this Resolution of Flygt products, original equipment manufacturer parts, service repairs, and warranty repairs that do not exceed budgeted funds.

Section 3. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with award.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____DAY OF _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: _____
GUZMAN: _____
KERCH: _____
SCUOTTO: _____
RYAN: _____

Approved by the City Attorney
as to Form and Legal Sufficiency.

_____
Thomas P. Moss

SOLE SOURCE/SINGLE SOURCE JUSTIFICATION FORM

Date: 04/14/26 **Department:** Utilities **Requisition No.:** _____

Department Contact: Frank Verardi

Proposed Sole Source Vendor: Xylem Water Solutions USA **Vendor No.:** 1191

One-Time Purchase ☐ **Purchase Amount: $** _____

Annual Purchase ☑ **Estimated Annual purchase amount: $** 500,000.00

1. Description of Services/Products: (Attach a quote in addition to filling out this section)

   Xylem Water Solutions USA Inc. equipment, parts, service, repair, and warranty related services.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

   The City of Sunrise has numerous Flygt pumps located throughout the City's service area for the conveyance of wastewater at lift stations. Xylem Water Solutions USA Inc. (Xylem) is the sole source provider for New Flygt products, original equipment manufacturer (OEM) parts, service repairs, and warranty related services.

   By using a vendor other than Xylem Water Solutions to rebuild some pumps, remaining warranty would be voided. Using Xylem parts ensure proper fit and years of dependable service backed by trained technicians and customer service.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Rodrigo De Castro

Department Director's Name **Department Director's Signature**

FOR PURCHASING USE ONLY

Approved: ☐

Disapproved: ☐

By: _____
Procurement Manager

Date: _____

Sole Source Number: SS _____

Valid Period: ☐ (3) three years from date of approval
☐ One-Time Purchase

Valid Amount per year: ☐ ≤$24,999 ☐ ≥$24,999

Resolution No. _____

xylem

Xylem Water Solutions USA Inc.
Flygt Products

15132 Park of Commerce Blvd.
Suite 102
Jupiter, FL 33478

Tel: (561) 848-1200
Fax: (561) 848-1299

April 09, 2026

Mr. Frank Veradi
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise FL 33325

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA Inc. owns the Flygt Corporation and is the only authorized vendor for Flygt Products and OEM Parts. Xylem is also the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment, spare parts, repairs and warranty service.

Thank you for your interest in Xylem Water Solutions USA Inc. Please feel free to contact me if you have any questions regarding distribution or any other matter.

Xylem Water Solutions USA, Inc.

Sincerely,

Rick Reyes
Area Sales Representative
Flygt Products
M: 561.699.4077

FLYGT
a xylem brand

Detail by Entity Name

Foreign Profit Corporation
XYLEM WATER SOLUTIONS U.S.A., INC.

Filing Information

Document Number	F11000004074
FEI/EIN Number	45-2080074
Date Filed	10/11/2011
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/10/2012
Event Effective Date	NONE

Principal Address

108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Changed: 02/27/2026

Mailing Address

108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Changed: 02/27/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President

McGann, Michael
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Title Director

McGann, Michael
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Title Secretary

Pifer, Justin Allen
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Title Director

Pifer, Justin Allen
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Title Treasurer

Peterson, Christopher
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Title Director

Latino, Matthew
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Title VP

Valencia, Christine
108 Tomlinson Dr.
Suite 400
Zelienople, PA 16063

Annual Reports

Report Year	Filed Date
2024	03/06/2024
2025	03/22/2025
2026	02/27/2026

Document Images

02/27/2026 -- ANNUAL REPORT	View image in PDF format
03/22/2025 -- ANNUAL REPORT	View image in PDF format
03/06/2024 -- ANNUAL REPORT	View image in PDF format
02/25/2023 -- ANNUAL REPORT	View image in PDF format
04/01/2022 -- ANNUAL REPORT	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
02/20/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
04/03/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- Name Change	View image in PDF format
10/11/2011 -- Foreign Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4G **Meeting Date:** 5/12/2026

City Reference Number (C#): C26124

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement between the City of Sunrise and Brown and Caldwell (Corporation) for Project Agreement Number: PA-24-011-BC Sawgrass WWTP Train A Clarifier Mechanism Replacement"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26124
Second Amendment to Project Agreement
Executed First Amendment to Project Agreement
Executed Project Agreement

Background:

The City of Sunrise, Utilities Department owns, operates, and maintains the Sawgrass Wastewater Treatment Plant (WWTP). This facility has two treatment trains with four existing secondary clarifier tanks in each train, containing rotating metallic mechanisms for removal of settling or floating solids from wastewater as part of the biological treatment. These clarifier mechanisms were designed in the 1990s and are approximately thirty years old. Many of the working components within these clarifiers have become worn, evidencing they've reached the end of useful life and need replacement.

On January 9, 2024, the City Commission approved Project Agreement No. 24-011-BC between the City of Sunrise and Brown and Caldwell (Corporation) for design, bidding, and permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project. The scope of the project includes the design of the Train A Clarifier Mechanism Replacements and the associated clarifier concrete, piping, and electrical improvements.

On May 5, 2025, the Project Agreement was extended 180 days through December 2, 2025 via written notification by the City Manager. The extension was required for additional time needed to coordinate with the clarifier mechanism supplier based on the Utility Department's preference for the mechanism replacement to be consistent with the clarifier mechanism existing within the Train B portion of the Sawgrass Wastewater Treatment Plant.

On October 28, 2025, the City Commission approved a First Amendment to Project Agreement No. PA-24-011-BC to extend the term to May 31, 2026 to complete the Bidding services in coordination with the City's Purchasing Division.

Currently, BID 26-27-12-CM is advertised for this project. Multiple submissions of Request for Information have been received from the bidding contractors. Addendum No.1 has been issued, extending the bid opening to May 22, 2026 to allow the consultant time to prepare responses and construction document updates. Additional time will be required to complete the bid evaluation process after bid opening, thus requiring a Second Amendment to the Project Agreement.

This Second Amendment, requests approval to extend Project Agreement No. PA-24-011-BC with Brown and Caldwell (Corporation) through May 31, 2027, to allow for the Consultant to provide services during bid evaluation process and award consideration by the City Commission. Brown and Caldwell (Corporation) is not requesting any additional remuneration as part of this Second Amendment.

Staff recommends the approval of the Second Amendment to the Project Agreement No. PA-24-011-BC extending the term to May 31, 2027.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Aleksis Feirvezers, Project Manager Phone: 954-888-6050

Department Head Name and Title:
Rodrigo de Castro, P.E. Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SECOND AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND BROWN AND CALDWELL (CORPORATION) FOR PROJECT AGREEMENT NUMBER: PA-24-011-BC SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2024, via Resolution No. 21-44-24-A, the City of Sunrise entered into Project Agreement Number PA-24-011-BC (Agreement) with Brown & Caldwell (Corporation) for design, bidding, and permitting services for the Sawgrass Wastewater Treatment Plant Train A Clarifier Mechanism Replacement Project; and

WHEREAS, on May 5, 2025, the Agreement was extended 180 days through December 2, 2025 via written notification by the City Manager; and

WHEREAS, on October 28, 2025, the parties entered into a First Amendment to the Agreement to extend the term to May 31, 2026 to provide additional time for bidding services; and

WHEREAS, a Second Amendment to the Agreement is necessary to further extend the term to May 31, 2027, to provide additional time to complete the bid evaluation process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Second Amendment to Project Agreement between the City of Sunrise and Brown and Caldwell (Corporation) for Project Agreement Number: PA-24-011-BC Sawgrass WWTP Train A Clarifier Mechanism Replacement" (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Second Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Second Amendment To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BROWN AND CALDWELL (CORPORATION)

For

Project Agreement Number: PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

This Second Amendment ("Second Amendment") to the Project Agreement No. 24-011-BC between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project, dated January 22, 2024, is between the City of Sunrise, a municipal corporation ("City") and Brown and Caldwell (Corporation) ("Consultant").

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Engineering; and

WHEREAS, Project Agreement No. 24-011-BC, dated January 22, 2024, was entered into between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project, as authorized under the "Project Agreement"; and

WHEREAS, on May 5, 2025, Project Agreement No. PA-24-011-BC was extended 180-days through December 2, 2025 via written notification by the City's City Manager; and

WHEREAS, on October 28, 2025, the parties entered into a First Amendment to Project Agreement No. PA-24-011-BC to extend the term to May 31, 2026 to provide additional time for Bidding Services; and

WHEREAS, the parties wish to amend the Project Agreement No. PA-24-011-BC to extend the term to May 31, 2027 to provide additional time to complete the ongoing Bidding Services.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Second Amendment.

2. Under SECTION 7 TERM

Amend Section 7.1 to add the language in underline and delete the language in ~~strikethrough~~, as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~until May 31, 2026,~~ **until May 31, 2027**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement and the First Amendment, the terms of this Second Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Second Amendment.

5. Effective Date. This Second Amendment shall be effective on the date executed by both parties and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Brown and Caldwell (Corporation), signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

___ day of _____, 2026.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

Brown and Caldwell (Corporation)

By:_____
Celia D. A. Earle, Ph.D., BCEEM
Client Service Manager

_____ day of _____, 2026.

AUTHENTICATE:

_____

_____
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2025 OCT 29 AM 11:03

SUNRISE, FLORIDA

RESOLUTION NO. 21-44-25-D

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND BROWN AND CALDWELL (CORPORATION) FOR PROJECT AGREEMENT NUMBER: PA-24-011-BC SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2024, via Resolution No. 21-44-24-A, the City of Sunrise entered into Project Agreement Number PA-24-011-BC with Brown & Caldwell (Corporation) for the Sawgrass Wastewater Treatment Plant Train A Clarifier Mechanism Replacement Project; and

WHEREAS, on May 5, 2025, the Project Agreement was extended 180 days through December 2, 2025 via written notification by the City Manager; and

WHEREAS, an amendment to the Project Agreement is necessary to further extend the term to provide additional time to complete the bidding services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "First Amendment to Project Agreement between the City of Sunrise and Brown and Caldwell Corporation for Project Agreement Number: PA-24-011-BC Sawgrass WWTP Train A Clarifier Mechanism Replacement (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the First Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 28TH DAY of OCTOBER, 2025.

Mayor Michael J. Ryan

Authentication:

~~Felicia M. Bravo~~ Lina M. Zapata
Deputy City Clerk

MOTION: SCUOTTO
SECOND: KERCH

CLARKE: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

CITY CLERK
CITY OF SUNRISE

2025 OCT 29 AM 11:04

First Amendment To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BROWN AND CALDWELL (CORPORATION)

For

Project Agreement Number: PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

This First Amendment ("First Amendment") to the Project Agreement No. 24-011-BC between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project (Project Agreement), dated January 22, 2024, is between the City of Sunrise, a municipal corporation ("City") and Brown and Caldwell (Corporation) ("Consultant").

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Engineering; and

WHEREAS, Project Agreement No. 24-011-BC, dated January 22, 2024, was entered into between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project; and

WHEREAS, on May 5, 2025, Project Agreement No.: PA-24-011-BC was extended 180-days through December 2, 2025 via written notification by the City's City Manager; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement by one hundred and eighty (180) days.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. Under SECTION 7 TERM

   Amend Section 7.1 to add the language in underline and delete the language in ~~strikethrough~~, as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for 500 days~~ **until May 31, 2026**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. ~~The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days.~~ No further extensions of this Project Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the terms of this First Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this First Amendment.

5. Effective Date. This First Amendment shall be effective on the date executed by both parties and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Brown and Caldwell (Corporation), signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

29 day of October, 2025.

AUTHENTICATION:

_____
Deputy City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

Brown and Caldwell (Corporation)

By: _____
Celia D. A. Earle, Ph.D., BCEEM
Client Service Manager

17 day of OCTOBER, 2025.

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2024 JAN 24 PM 2:10

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BROWN AND CALDWELL (CORPORATION)

For

Project Agreement Number: PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Brown and Caldwell (Corporation) ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects ("Continuing Services Agreement") dated May 7, 2021, this Project Agreement ("Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS - NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Based on the 90% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall continue to assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6.3 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED.

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the

event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Project Task 1.3 – Preliminary Design Memorandum & Drawings .. $100/day

Milestone 2: Project Task 1.4 – 100% Design Documents..... $100/day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract

Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Celia D.A. Earle	Client Service Manager
Diego Herrera, P.E.	Project Manager, Design Manager, Civil/Mechanical Engineer
Roselyn Gardner	Project Administrator
Robert Abordo, P.E.	Electrical Engineer
Hector Serrano, P.E.	I&C Engineer
Leara Guzman, E.I.	Project Engineer
Kenneth Sesker	CAD Lead
Victor Hurlburt, P.E.	Quality Assurance/Quality Control
Adarsh Shah, P.E.	Structural Engineer
Breeze Walter	Estimator
Valentina Abbott, P.E.	Process Modeling

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 5.1 The City shall compensate the Consultant for an amount not to exceed $195,022.76 exclusive of authorized Reimbursable Expenses ($199,522.76 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Kick-off meeting and summary	$8,330.64	4%
Subcontractors delivery review	$13,731.76	7%
Preliminary design memorandum and drawings	$61,155.90	32%
Preliminary review meeting and summary	$6,613.84	3%
90% design documents and review meeting	$48,836.96	25%

100% design documents	$19,588.80	10%
Final cost estimate	$4,799.40	3%
Final construction schedule	$3,918.28	2%
Conformed documents and bid-phase services	$28,047.18	14%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Sub-Consultant's in the interest of the Project, as follows:

Not to exceed $4,500 without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **500 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's

agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

10. 1 Consultant represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

SECTION 11 ANTITRUST VIOLATIONS

11.1 The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

SECTION 12 SECURITIZED COMPANY

12.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

12.2 Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

12.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Brown and Caldwell (Corporation), signing by and through its Vice President/Principal-in-Charge, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

22 day of January, 2024.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
~~Kimberly A. Kisslan~~ Thomas P. Moss
City Attorney

CONSULTANT

BROWN AND CALDWELL (CORPORATION)

BY: _____
Celia D.A. Earle, Ph.D., BCEEM

TITLE: Vice President/Client Service Manager

16th day of January, 2024.

WITNESSES:

_____

_____

EXHIBIT "1"

TO

PROJECT AGREEMENT PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

SCOPE OF SERVICES

The clarifier no. 2 mechanism at the Sawgrass Waste Water Treatment Plant (WWTP) Train A experienced a failure in 2021 that resulted in a large skimmer arm with structural issues that did not allow for the required movement. Thus, the clarifier could not be used. The mechanisms and motors for the remaining clarifiers in Train A are nearing the end of useful life and require replacement. Train A has four circular 75-ft diameter, 12-ft side depth clarifiers equipped with center feed and Return Activated Sludge/Waste Activated Sludge withdrawal. The existing clarifier mechanisms were designed in the 1990s and were presumably based on the secondary process configuration and projected flows and loadings at the time.

Brown and Caldwell (Consultant) has been asked to perform the design and assist The City of Sunrise (City) during design and bidding process. This project includes but is not limited to:

- Development of a in-kind clarifier replacement specification and associated drawings for replacement of the existing clarifier mechanical components and instrumentation for all four Train A clarifiers. These documents will provide prospective Contractors to survey each of the four clarifiers and to develop as-built drawings for use by the clarifier mechanism supplier. The clarifier mechanism replacement documents shall be based on the existing clarifier mechanism manufacturer's specification and require the supplier to review and confirm as-built clarifier dimensional information.
- Development of a guidance specification for concrete repairs identified by the Contractor during the replacement of clarifier mechanisms. The Contractor and clarifier mechanism supplier will be responsible for identifying any structural modifications required for proper installation of the new clarifier mechanisms.
- Development of specifications for cleaning and recoating the interior and above grade exterior of the Train A clarifiers.
- Development of specifications for the cleaning, investigating the interior of the pipes via video recording equipment/cameras. Pipes to be investigated are shown on Figure 1 below.
- Developing of specifications for relining the influent and effluent pipelines up to the first valve to and from the Train A clarifiers. Refer to the Figure 1 below.

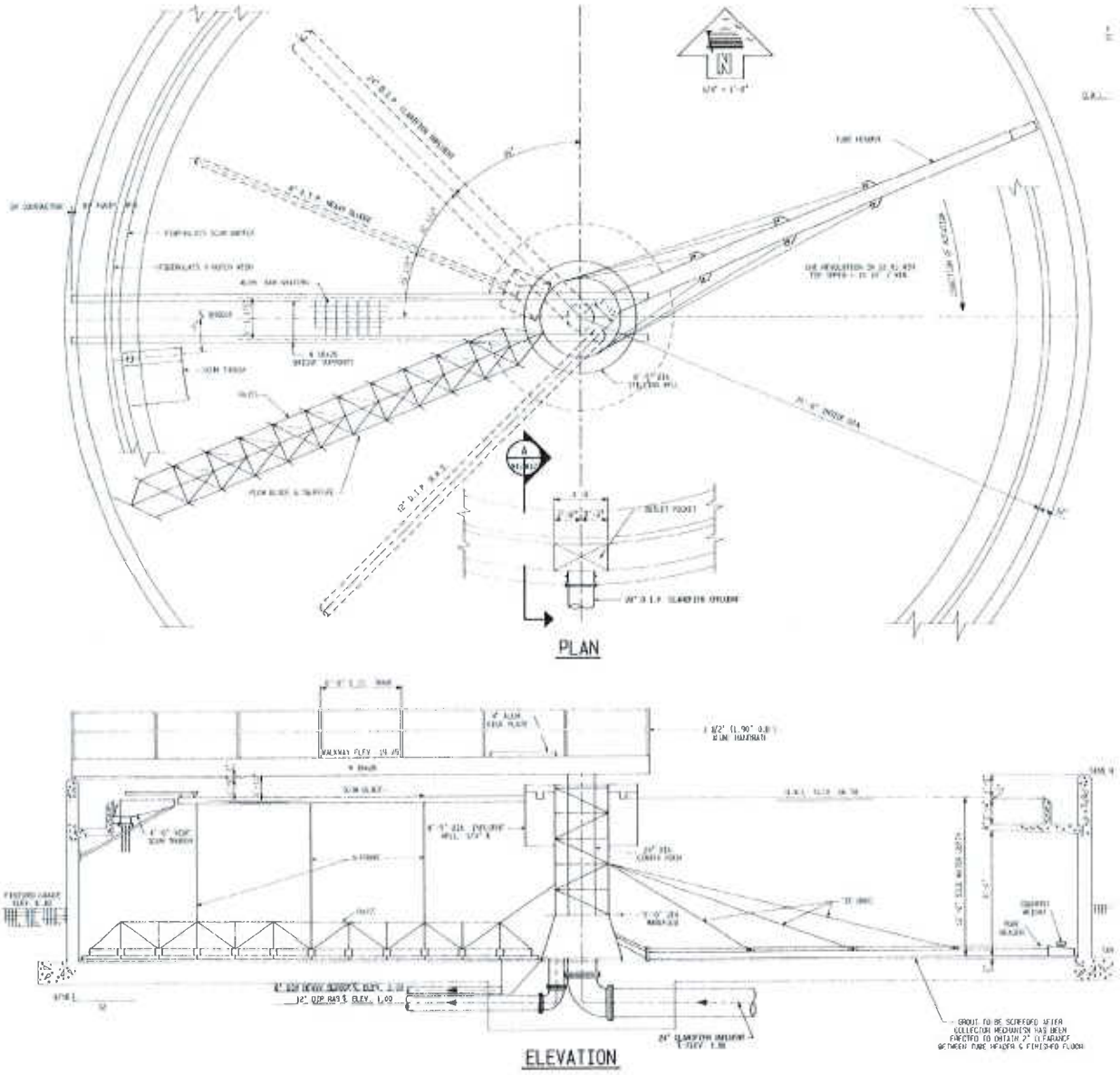


Figure 1

All components shall be designed in accordance with the City Utilities Department's standard specifications and details, where applicable (to be provided by the City).

This Project Agreement (Agreement) will provide the engineering services associated with the preparation of design documents and assistance during bidding process.

SECTION 1 DESIGN SERVICES

Unless otherwise agreed in writing, the Consultant shall perform the following design services in connection with the Project:

1.1 Basis of Design. (NOT USED)

1.2 Preliminary Consultation and Analysis. (NOT USED)

1.3 Preliminary Design. The Consultant shall schedule and attend a Project Kick-off Meeting for the purpose of first consulting in detail with the City to validate the requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements. At this time, the Consultant shall collect all applicable background information from the City. This information shall include, but not necessarily be limited to, record drawings of the existing facilities, utility maps, GIS maps and data, existing property and easement maps, data from SCADA, portions of the City's wastewater hydraulic model, City design standards, and existing equipment data (Operations & Maintenance Manuals, existing equipment information, submittals, etc.). The preliminary design is defined as a submittal for 30% level of drawings and specifications.

Consultant will perform a site visit to the four clarifiers and a visual structural inspection will be performed during this visit. Note that the inspection does not include confined space entry and will be limited to structural and mechanism surfaces visible.

Also, onsite interviews will be conducted with City Sawgrass WWTP staff to gather further information that will be beneficial to the design.

The Preliminary Design documents to be submitted shall include, but not be limited to, the following:

1.3.1 Preliminary 30% drawings that illustrate the basic components of the Project including the size, scale, location, dimensions, layout, and character of each major design feature;

1.3.2 A site survey accurately depicting relevant topography features, existing structures, and utilities, including an easement description. Said survey shall confirm benchmarks and spot elevations on selected structures;

1.3.3 A technical memorandum including a brief summary of permitting and code requirements for the Project; a written description of the materials and equipment to be incorporated into the Project and the location of same. The Consultant shall first consult with the City concerning equipment and material components and shall give preference to materials and equipment recommended by the City. The Consultant shall submit to the City a list of any and all proposed sole source or City furnished equipment. The Consultant shall not use or designate sole source or City furnished equipment and/or materials in the project without the expressed written permission of the City for each item, material or piece of equipment;

1.3.4 A preliminary list of specification sections to be used in the development of the Final Design. This list of preliminary specifications shall be provided during the 30% Submittal.

1.3.5 Any other documents required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Project.

After the City finalizes with review and produces comments on the provided documents, the Consultant shall meet with representatives of the City, and shall review the provided comments with the City concerning the Preliminary Design of the 30% level drawings. The Consultant shall prepare meeting minutes of the review meeting and respond to the City comments.

1.4 **Final Design**. Upon authorization by the City, and after reviewing with the City, the Preliminary Design and after incorporating any changes or alterations authorized or directed by the City with respect to said Preliminary Design or with respect to the requirements of the Project, the Consultant shall prepare and submit to the City 90%, and 100% Design Documents for Construction in accordance with the project schedule and deliverables. The Design for Construction shall include drawings and specifications (the "Construction Documents") that describe with specificity the elements, details, components, materials, and other information necessary for construction of a complete and usable Project. The Construction Documents will be based on existing record drawings and site survey for pipeline work and shall be accurate to the degree the record drawings and site survey are, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the City. The Design for Construction shall specifically include, but shall not be limited to, the following:

1.4.1 General Design. General design will include Cover, index of drawings, location and vicinity maps, and general symbols and notes information as well as general conditions/specifications. Demolition of existing equipment included. General drawings and specifications shall be prepared;

1.4.2 Civil Design. Civil Design covers the layout of the facilities and associated work associated with the re-lining of the clarifier influent and effluent piping. This also includes any paving, grading and drainage as required as part of the scope of work. Contract drawings and specifications for the civil work shall be prepared;

1.4.3 Architectural Design. (NOT USED)

1.4.4 Structural Design. Structural design includes specification development for concrete repair related to clarifier modifications, if required for new clarifier mechanisms. Structural design for new clarifier mechanisms will be the responsibility of the Contractor and Clarifier Mechanism supplier. General structural design criteria for any structural members included in the mechanism replacement will be provided in the Clarifier performance specification. Design specifications will also be prepared for anchor bolts, structural metal framing, aluminum railing, and effluent weirs/scum baffles. Structural specifications only (no drawings) shall be prepared;

1.4.5 Mechanical Design. Mechanical design consists of the selection, design, and general layout of new clarifier equipment, piping and valving based on in-kind replacement of the existing clarifier mechanisms and ancillary component equipment. The mechanical design also covers external protective coatings for buried and submerged metallic pipelines. Contract drawings and specifications for the mechanical work shall be prepared.

1.4.6 Electrical Design. Electrical design consists of modifications to provide power to new secondary clarifier equipment and associated local control stations. Scope of work includes development of single-line diagram for components as well as overall area plan for location of components. Electrical drawings and specifications shall be prepared;

1.4.7 Instrumentation Design. Instrumentation design includes the in-kind replacement of existing monitoring equipment, control cables and conduit(s) from new secondary clarifier drive mechanism and local control station to facilitate monitoring by the City. Design will utilize existing tags. Only instrumentation specifications shall be prepared;

1.4.8 90% design documents shall be submitted as described above. After the City finalizes with review and produces comments on the provided documents, the Consultant shall meet with representatives of the City, and shall review the provided comments with the City concerning the Final Design of the 90% level drawings. The Consultant shall prepare meeting minutes of the review meeting and respond to the City comments.

1.4.9 For Construction 100% design documents shall be submitted as described above and shall be used by the Consultant to prepare the final package for bidding. No permitting agencies shall be contacted within this task.

1.5 Estimate of the Cost of Construction. Contemporaneously with the submission of the preliminary documents, the Consultant shall submit to the City in writing its preliminary Estimate of the Cost of Construction. The Consultant shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the Consultant unless the Design for Construction is changed upon authorization by the City. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the Consultant to proceed with preparation of the Design for Construction, the City may establish and communicate to the Consultant a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the City has not advertised for bids within ninety (90) days after the Consultant submits the Design for Construction to the City, the Consultant shall adjust the Estimate of the Cost of Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the City and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the City may require the Consultant, without additional cost

to the City, to consult with the City and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit if the Consultant has exhibited clear and convincing negligence in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit. Providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;

1.6 **Permit Documents.** **(NOT USED)**

SECTION 2 BIDDING SERVICES

Unless otherwise agreed in writing, the Consultant shall perform the following bidding services in connection with the Project:

2.1 **Solicitation of Bids**. The Consultant shall provide a draft bid worksheet, bid advertisement and two (2) sets of full "D" size signed/sealed contract documents, six (6) sets of half size not signed/sealed contract documents, and final opinion of probable construction cost and provide to the Utilities Director of Engineering prior to the bid. The Consultant shall assist the City in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of pre-bid conferences;

2.2 **Addenda**. The Consultant shall prepare for City approval written addenda for the project as appropriate to interpret, clarify or expand the Bidding Documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City and shall be reimbursed for the actual costs of reproduction at the same reproduction rate as the original bid package or any special mailing. There shall be no additional charges for amendments or clarifications. The Consultant shall coordinate with the City during the bidding process and be available to assist the City in addressing bidders' questions and comments at any time during the bidding process.

2.3 **Evaluation of Contractors and Suppliers**. The Consultant shall investigate, analyze, and advise the City as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder;

2.4 **Substitution of Materials and Equipment**. The Consultant will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same;

2.5 **Bid Opening.** The Consultant shall attend the pre-bid meeting for the project, which will be held at a location as specified by the City. The City shall prepare appropriate bid tabulation sheets for the project. The Consultant shall assist the City in evaluating bids or proposals and in assembling and awarding contracts for construction or the purchase of materials, equipment or services.

2.6 **Construction Cost**. If the bid cost of construction exceeds the estimated cost agreed upon by the City by more than 10% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), if the Consultant has exhibited clear and convincing negligence in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and have done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

2.7 **Conformed Construction Drawings and Specifications**. The Consultant shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period addenda for this project. Following preparation of the Conformed Construction Drawings and Specifications, the Consultant shall make such documents available to the City and the contractor awarded the project.

Assumptions and exclusions:

- Visual structural condition assessment to be provided by Consultant. Any other kind of condition assessment is not part of the scope of work to be performed by the Consultant. The structural design required for the installation of the clarifier mechanisms is to be performed by the Contractor/Clarifier supplier, not by the Consultant. Structural design support for potential modifications is not included in this scope of work and shall not be performed by the Consultant.
- No modeling of any kind shall be performed by the Consultant.
- The clarifier mechanism specification shall be limited to in-kind replacement. Computational Fluid Dynamic Modeling by the manufacturer or Contractor will not be required per the direction of the City.
- Instrumentation items shall be specified in the performance specification for in-kind replacement. No drawings will be prepared for the instrumentation portion of this project.
- Inspection of piping systems underneath the clarifiers shall be performed by the Contractor.
- The Consultant shall not design or plan to replace the existing influent and effluent piping systems connected to the clarifiers. Only rehabilitation of existing pipe systems shall be performed by the Consultant.
- All printing, if any, shall be paid by the City via the reimbursable budget.
- Permitting is excluded from this scope of services as this is a removal and replacement project and as requested by the City.

EXHIBIT "2"

TO

PROJECT AGREEMENT PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

PROJECT SCHEDULE

Task/Description	Weeks from NTP
Preliminary Design	
Kick-off meeting and summary	1
Subs delivery review	17
Preliminary design memorandum and drawings	21
Preliminary review meeting and summary	23
Design for Bidding	
90% Documents and review meeting	33
100% Documents	39
Final Cost Estimate	33
Final Construction Schedule	33
Bid-Phase Services	
Conformed Documents	41

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6A **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Presentation of the Youth Athlete of the Month Award for May 2026 to Charlotte Diez from the Recreation Softball Program and Lorenzo Adaya from the Recreation Baseball Program. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

May 2026 Youth Athlete of the Month Recreation Baseball & Softball

Background:
In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at $25.00, which is redeemable as payment towards various Leisure Services Programs. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Richard Devaux Phone: 954-747-4617

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

May 2026 Youth Athlete of the Month
Recreation Baseball & Softball

Athlete: Charlotte Diez
Coach: Angelica Molter

Charlotte Diez is a 15-year-old student at Cooper City High School and a participant in the Sunrise Recreation Softball Program.

Comments from her Coach:
Charlotte has been a staple for the recreation softball program through and through over many seasons. She is a fantastic athlete whose limit will never be reached because her personality won't allow her to have one. She is one of the captains on the team and her leadership has driven her teammates to excel. She doesn't need to be told to help the younger girls in the league as she enjoys working with them. She also loves to stay and support the other Sunrise Teams as the Senior Softball Division has become one big family.

She is currently a Freshman at Cooper City High School where she maintains a 4.0 GPA while enrolled in numerous A.I.C.E. Cambridge classes as well as making the Varsity Softball Team as a Freshman. She balances her grades, High School Softball and Sunrise Softball without wavering or struggle. Her parents are extremely proud of her accomplishments and athletic ability and as one of her coaches for the past 4 years, I am also extremely proud of Charlotte, and I know she will reach the stars to achieve her goals.

Athlete: Lorenzo Adaya
Coach: Elias Adaya

Lorenzo Adaya is an 8-year-old student in the Classical Conversations home school program and a participant in the Sunrise Recreation Baseball Program.

Comments from his Coach:
I believe Lorenzo should be recognized for his outstanding contributions both on and off the field. In games, he consistently delivers impactful performances by staying focused, making smart decisions, and stepping up in key moments to help his team succeed. This year, he stepped up to be catcher for a very strong, hard throwing pitcher.

He also demonstrates excellent sportsmanship and teamwork. He encourages teammates, shows respect to his opponents, and maintains a positive attitude, win or lose. His team-first mindset makes him someone others can rely on. He is always cheering for everyone!

With his schoolwork, Lorenzo shows strong dedication by maintaining a solid academic performance while balancing athletic responsibilities. He will compete at the end of the month in the Science Olympiad at FAU. His discipline and work ethic reflect his commitment to success in all areas.

Overall, Lorenzo represents what it means to be a well-rounded student athlete and truly deserves this recognition.

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6B **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Presentation of the Outstanding Performance Award for April 2026 Trudi Foster, Senior Public Service Specialist. Susan Nabors, Director of Finance and Administrative Services.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 Gift Card

ATTACHMENTS:

OPA April 2026 - Trudi Foster

Background:
The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a $50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for April 2026:

- Trudi Foster - Senior Public Service Specialist - Finance and Administrative Services Department

The employee will be presented with a certificate of recognition and will receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

Department Head Name and Title:
Susan Nabors, Director of Finance & Administrative Services

City Manager:
Authorized for agenda placement



NOMINATION FOR OUTSTANDING PERFORMANCE AWARD

The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization

Employee Name: Trudi Foster

Job Title: Senior Public Service Specialist

Department/Division: Public Service

I hereby nominate Trudi Foster **for the Outstanding Performance Award for the reasons stated below:**

It is with great appreciation that I nominate Trudi Foster for Employee of the Month. Trudi exemplifies the City's core values of customer service, collaboration, and transparency in every aspect of her work.

Trudi consistently demonstrates exceptional customer service through her empathy, professionalism, and ability to de-escalate challenging situations. One notable example involved an upset customer at City Hall. Trudi calmly invited the customer to a private conference room, offered water, and took the time to listen and review the customers account details thoroughly. Her respectful and patient approach turned a tense encounter into a positive experience, leaving the customer feeling valued and understood.

Her collaborative spirit is evident in her ongoing support for colleagues across multiple locations. Trudi frequently assists cashiers, phone representatives and provides remote guidance to our offsite locations. Recently, she volunteered to travel to New River to provide training and support to assist for smooth operations after an unexpected vacancy occurred.

Trudi also embodies transparency through open communication and reliability. She consistently shares information and best practices with peers and supervisors, ensuring clarity and alignment within the team. Her dependable nature and positive attitude foster trust and strengthen our department's commitment to excellence.

Through her outstanding customer service, collaborative leadership, and transparent communication, Trudi Foster continues to make a meaningful impact on both her team and the customers we service. For these reasons I enthusiasticaly nominate Trudi Foster for Employee of the Month.

Name and Signature of Nominator — **Date** 10-17-2025

Name and Signature of Director — **Date** 10/22/25

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6C **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of May 2026 as Civility Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Civility Month

Whereas, civility is the foundation of a respectful and inclusive society, fostering a spirit of understanding, kindness, and cooperation among all individuals; and

Whereas, acts of incivility have become prevalent in today's complex, competitive society and affect the quality of life for all who live in, work in and visit our City; and

Whereas, the open exchange of public discourse is essential to the democratic system of government; and

Whereas, practicing civility in our words and actions contributes to a stronger, more unified community, promoting peace, dialogue, and mutual respect across differences; and

Whereas, Civility Month serves as a timely reminder of the importance of treating others with dignity, embracing empathy, and encouraging open-minded conversation; and

Whereas, by celebrating Civility Month, we affirm our collective commitment to creating environments—whether at home, in the workplace, in schools, or in public spaces—where all people feel valued, heard, and respected; and

Whereas, displays of anger, rudeness, ridicule, impatience, and lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

Whereas, civility can uplift our daily life and make it more pleasant to live in an organized society.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners hereby proclaim the month of May 2026 as **Civility Month** in the City of Sunrise and call upon all to act with civility in their daily lives by listening with empathy, speaking with kindness, and acting with integrity.

Witness My Hand and Official Seal of
The City of Sunrise, Florida



_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6D **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of May 2026 as Haitian Heritage Month and May 18th, 2026 as Haitian Flag Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Haitian Heritage Month
&
Haitian Flag Day

WHEREAS, Haitian Heritage Month, is celebrated during the month of May, and is set aside to acknowledge the contributions and achievements of Haitians and the Haitian culture in the shared fabric of our community; and

WHEREAS, Haitian Heritage Month provides our diverse community the opportunity to recognize, celebrate, and honor the rich heritage, and many historic, cultural, social, and economic contributions of Haitians to the United States and the world; and

WHEREAS, musician Wyclef Jean; actress Garcelle Beauvais; author, poet, and artist Franck Etienne; soccer player Reginal Goreux; and actress Meta Golding, are all Haitians or of Haitian descent that have made contributions to the arts and world culture and our very own Congresswoman Sheila Cherfilus-McCormick, is currently the only member of Congress of Haitian descent; and

WHEREAS, the Haitian community also comes together on Flag Day on May 18th to celebrate the creation of the Flag of Haiti and their historical and cultural identity; and

WHEREAS, Catherine Flon was a Haitian seamstress, patriot and national heroine that sewed the first Haitian flag in 1803. She is regarded as one of the symbols of the Haitian Revolution. Flon also became a figure of admiration among Haitian women. Social events and woman-led activist movements are named after the revolutionary hero. On festivals and national holidays, young women dress as Flon and other female revolutionaries, calling attention to the role of women in the Revolution and in Haitian history as a whole; and

WHEREAS, the City of Sunrise recognizes the importance of commemorating Haitian History Month as it acknowledges the achievements of Haitians and encourages families and the larger community to share and demonstrate pride in Haitian culture and history.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the Month of May 2026 as: **Haitian Heritage Month** and May 18th as **Haitian Flag Day** in the City of Sunrise.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6E **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the week of May 4th-10th, 2026 as Turquoise Takeover Week. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Turquoise Takeover Week

Whereas, about every two and a half minutes, a person in the U.S. is diagnosed with lung cancer; and

Whereas, lung cancer is the leading cause of cancer deaths for women and men; and

Whereas, lung cancer screening saves lives, and advocacy and increased awareness will result in more high-risk individuals getting screened.

Whereas, public support for research funding will result in new treatments and better methods of early detection; and

Whereas, LUNG FORCE is a national initiative led by the American Lung Association, to defeat lung cancer.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the week of May 4th – 10th, 2026 as **Turquoise Takeover Week** in the City of Sunrise and urge all to learn more about lung cancer, risk factors and early detection.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6F **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of May 2026 as Jewish American Heritage Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Jewish American Heritage Month

WHEREAS, Jewish immigrants to America, ever since their first arrival to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America; and

WHEREAS, Jewish American Heritage Month is celebrated each May to honor the invaluable contributions of Jewish Americans to the fabric of the United States and to recognize the rich cultural, religious, and historical traditions that have shaped our nation; and

WHEREAS, Jewish Americans have been integral to the development of this country since its founding, contributing to all aspects of American life including the arts, sciences, education, business, politics, and public service, enriching our society with their diverse perspectives, talents, and resilience; and

WHEREAS, Jewish Americans have faced adversity, including discrimination, prejudice, and persecution, yet have persevered and continue to play a vital role in promoting social justice, tolerance, and equality for all people; and

WHEREAS, the history and cultural contributions of Jewish Americans, from the early immigrants to the present-day leaders, provide an example of strength, perseverance, and the importance of community in building a better future for all Americans.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the Month of May 2026 as: **Jewish American Heritage Month** in the City of Sunrise and call upon all to join in celebrating the history, and contributions of Jewish Americans, and to reflect on the ongoing importance of diversity, inclusion, and mutual respect in our nation.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6G **Meeting Date:** 5/12/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the week of May 16th-22th, 2026 as National Safe Boating Week in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

National Safe Boating Week

WHEREAS, on average, there are 700 boating accidents resulting in over 80 deaths each year in boating-related accidents in the state of Florida, with the vast majority of these incidents caused by human error and poor judgment and not by the boat, the equipment, or environmental factors; and

WHEREAS, on June 23, 2026, the United States Coast Guard Auxiliary will celebrate its 87th year of volunteer service to the City of Sunrise, Broward County and to the boaters of America; and

WHEREAS, Coast Guard Auxiliary Flotilla 38 proudly serves the U.S. Coast Guard Station Fort Lauderdale and the City of Sunrise residents by teaching boating safety courses, providing vessel safety checks, conducting harbor patrols, and assisting local law enforcement agencies by patrolling the local waterways; and

WHEREAS, each day, more than 30,000 Coast Guard Auxiliary volunteers continue to provide support to Coast Guard units across the U.S. and its territories and, on average, contribute to saving over 500 lives, assisting over 15,000 mariners in distress calls, conducted thousands of safety patrols, perform more than 150,000 vessel safety checks, and educated over 500,000 people on boating safety; and

WHEREAS, this year, May 16 -22, 2026, is National Safe Boating Week in the United States, and the US Coast Guard Auxiliary Flotilla 38, encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock this season; and

WHEREAS, boating is an important part of our national and local heritage; let us respect Safe Boating Week and carry that tradition forward by following commonsense safety procedures and keeping our lakes, ICW and the Atlantic Ocean safe and clean for all to enjoy.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the week of May 16th -22nd, 2026 as **National Safe Boating Week** in the City of Sunrise and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 12A **Meeting Date:** 5/12/2026

City Reference Number (C#): C26117

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2025/2026 Budget Ordinance No. 720; Amending the General Fund (001), the 1 Penny Surtax Fund (181) and the Stormwater Fund (444); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 4/28/2026 Pass 5-0).

Funding:
See Attachment

Amount:
See Attachment

ATTACHMENTS:

ATY Ordinance - C26117
Exhibit A
CIP Worksheet - 006331
Legal Ad

Background:
This item amends the FY 2025/2026 Budget as follows:

General Fund 001
A: This item recognizes the appropriation of Florida Department of Health Emergency Medical Services (EMS) grant funding in the amount of $9,600, as presented at the City Commission meeting on April 28, 2026, and transfers funding to the appropriate account to support the purchase of specialized software for existing cardiac monitors.

A: This item recognizes the appropriation of Florida Department of Health Financial Assistance post-overdose Co-Responder program funding in the amount of $62,000, as approved at the City Commission meeting on April 14, 2026, and transfers funding to the appropriate account to support personnel costs related to the new Social Worker position, also approved at the City Commission meeting on April 14, 2026.

B: This item recognizes the appropriation of fund balance in the amount of $235,000, and transfers funding to the appropriate accounts to support the expenses associated with the contractual services needed to update the electrical infrastructure for the installation of the new lightning detection system, and to support the expenses associated with the repair and maintenance services needed for the repairs to the Sportsplex shade structure infrastructure.

1 Penny Surtax Fund 181
C: This item recognizes the appropriation of Transportation Surtax funding in the amount of $1,389,740 as approved at the City Commission meeting on April 14, 2026 and transfers funding to the appropriate account to support the milling and resurfacing of streets related to the East Sunrise Asphalt Renewal project.

Stormwater Fund 444
D: This item recognizes the appropriation of Broward County Transportation Surtax System interlocal agreement funding in the amount of $1,125,000 approved at the City Commission meeting on April 14, 2026 and transfers funding to the appropriate account to support construction expenses of Project 006331 - Sunset Strip Drainage Improvements.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 9547463220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), THE 1 PENNY SURTAX FUND (181) AND THE STORMWATER FUND (444); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal Year 2025/2026 Budget Ordinance No. 720 is hereby amended to revise the General Fund (001), the 1 Penny Surtax Fund (181) and the Stormwater Fund (444), as more particularly set forth in the revised budget sheet which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 28TH DAY OF APRIL, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	_____
SECOND:	KERCH	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.334.334203	STATE FL DEPT HEALTH GRANT	200,000	200,000	71,600	0	271,600
B	00.00.389.389900	FROM FUND BALANCE	497,400	2,595,900	235,000	0	2,830,900
		TOTAL FUND REVENUES	**186,848,900**	**195,098,400**	**306,600**	**0**	**195,405,000**
	EXPENDITURES						
A	23.10.522.503407	SOFTWARE SUPPORT	126,200	102,200	9,600	0	111,800
A	23.22.525.501201	SALARIES	572,780	572,780	62,000	0	634,780
B	36.48.572.503420	MISC CONTRACT SERVICES	786,780	1,389,720	115,000	0	1,504,720
B	36.48.572.504630	REPAIR & MAINTENANCE OTHER	15,250	25,250	120,000	0	145,250
		TOTAL FUND EXPENDITURES	**186,848,900**	**195,098,400**	**306,600**	**0**	**195,405,000**

BUDGET AMENDMENT
1 PENNY SURTAX FUND
FUND 181

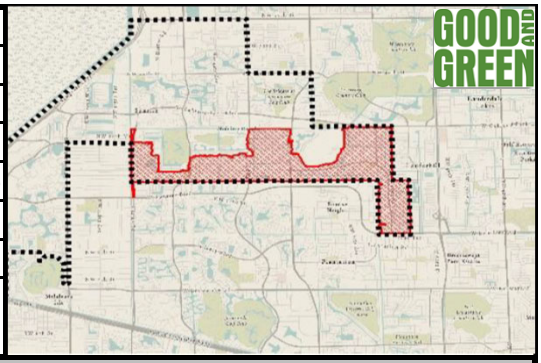
	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
C	00.00.337.337400	LOCAL GRNT-TRANS SURTAX FUNDED	0	0	1,389,740	0	1,389,740
		TOTAL FUND REVENUES	**0**	**0**	**1,389,740**	**0**	**1,389,740**
	EXPENDITURES						
C	43.40.541.504660	REPAIR AND MAINTENANCE STREETS	0	0	1,389,740	0	1,389,740
		TOTAL FUND EXPENDITURES	**0**	**0**	**1,389,740**	**0**	**1,389,740**

BUDGET AMENDMENT
STORMWATER
FUND 444

	ACCOUNT NUMBER	ACCOUNT NAME	PROJECT NUMBER	PROJECT TITLE	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES								
D	00.00.337.337400	LOCAL GRNT-TRANS SURTAX FUNDED	N/A	N/A	0	2,195,866	1,125,000	0	3,320,866
		TOTAL FUND REVENUES			**19,199,090**	**36,458,604**	**1,125,000**	**0**	**37,583,604**
	EXPENDITURES								
D	66.73.538.506510	CONSTRUCTION	006331	SUNSET STRIP DRAINAGE IMPROVEMENTS	0	23,740,516	1,125,000	0	24,865,516
		TOTAL FUND EXPENDITURES			**19,199,090**	**36,458,604**	**1,125,000**	**0**	**37,583,604**

SUNSET STRIP DRAINAGE IMPROVEMENTS

PROJECT NUMBER:	**006331**
LOCATION:	**NW 107th Ave. to Sunrise Blvd.**
STATUS:	**In Progress - Construction**
DEPARTMENT:	**Public Works**
PROJECT MANAGER:	**Diana Carrillo**
START DATE:	**5/2023**
COMPLETION DATE:	**6/2027**
ESTIMATED PROJECT COST:	**$ 4,750,337**



DESCRIPTION/JUSTIFICATION

This project proposes to design and construct drainage improvements along Sunset Strip from NW 107th Ave to Sunrise Blvd. The Stormwater Master Plan modeling and analysis has identified this area as a location that would receive significant reduction in ponding during 10-year and 25-year storm events with the completion of the proposed upgrades. Currently, Sunset Strip has minimal drainage facilities and limited conveyance facilities to reach the primary canal systems.

The expected improvements include upgrading 5 existing culverts in the primary canal systems of Basin 2 and Basin 4, addition of several small diameter conveyance connections to the existing canals and other drainage improvements.

This project will be partially funded through a Resilient Florida Program Grant and the Transportation Surtax System Interlocal Agreement.

FUNDING SOURCES

FUND/SOURCE	FY26	FY27	FY28	FY29	FY30	5-Year Total
Surtax Funds	1,125,000					$ 1,125,000
						$ -
						$ -
TOTAL	**$ 1,125,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,125,000**

PROJECT COMPONENTS

506100 - Land Purchase						$ -
506502 - Const. Design						$ -
506505 - Const. Othr. Costs						$ -
506510 - Construction	1,125,000					$ 1,125,000
TOTAL	**$ 1,125,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,125,000**

ESTIMATED ANNUAL OPERATING IMPACT

Personnel						**$ -**
Operating						**$ -**
Capital Outlay						**$ -**
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

HISTORICAL PROJECT-TO-DATE

FUND	Project-to-Date (PTD) Budget	Project-to-Date (PTD) Actuals	Project-to-Date (PTD) Balance
Fund 444	3,625,337	62,160	3,563,177
			-
			-
TOTAL	**$ 3,625,337**	**$ 62,160**	**$ 3,563,177**

SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

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State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 2 May 2026
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams
Signature of Affiant

Sworn to and subscribed before me this: 2 May 2026.

LeAnne Rollins
Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

66968

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following ordinance(s) will be presented to the City Commission, City of Sunrise, Florida on:

May 12, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Interested persons may appear at the meeting and be heard with respect to the proposed ordinance(s).

The resolution(s) and/or ordinance(s) will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be inspected by the public Monday through Friday, 9:00 a.m. to 5:00 p.m.

Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C26117
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), THE 1 PENNY SURTAX FUND (181) AND THE STORMWATER FUND (444); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting in person or by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay 711; Florida Relay (TIY/VCO): 1-

66968

Relay: 711, Florida Relay (TTY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the May 12, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

May 2, 2026 66968

66968

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Rezoning to PUD

Item Number: 13A **Meeting Date:** 5/12/2026

City Reference Number (C#): C26061

Item Description:

Upon the applicant's request, this item was not considered at first reading on April 28, 2026 and will not be considered at this meeting. This item will be re-noticed and brought before the City Commission for consideration at a future date.

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a Rezoning from B-3 (General Business District) to Planned Unit Development (PUD) District of approximately 9.65 acres of land generally located south of West Oakland Park Boulevard, between NW 64 Avenue and NW 68 Avenue, within the City of Sunrise, Broward County, Florida; allocating up to 33 flexibility units for the proposed project; amending the zoning district map to reflect the rezoning; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:

N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
Upon the applicant's request, this item was not considered at first reading on April 28, 2026 and will not be considered at this meeting. This item will be re-noticed and brought before the City Commission for consideration at a future date.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Ana Parada Phone: 954-236-2119

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement
