The City of

Boynton Beach

City Commission Agenda

Tuesday, May 5, 2026, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Thomas Turkin, Vice Mayor (District III)
Angela Cruz, Commissioner (District I)
Mack McCray, Commissioner (District II)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

A. Call to Order - Mayor Rebecca Shelton
Roll Call.

Invocation by Rev. Amalie Ash, First Presbyterian Boynton.

Pledge of Allegiance to the Flag led by Vice Mayor Turkin.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Presentation by S. Lizabeth Martin of the Palm Beach County Commission on Ethics.
The Palm Beach County Commission on Ethics Education and Communication Manager S. Lizabeth Martin will give a brief overview of the independent watchdog agency and how the community can contact the staff. The commission was created to foster integrity in public service, promote the public's trust and confidence in that service and prevent conflicts between private interests and public duties.

B. Proclamation- Mental Health Awareness and Trauma Informed Care Month.
Commissioner Kelley will read the proclamation into the record declaring May as Mental Health Awareness and Trauma Informed Care Month. The proclamation will be accepted by Boynton Beach Mental Health Committee founder Gerda Klein.

C. Proclamation- National Police Week and Peace Officers Memorial Day.
Mayor Shelton will read the proclamation into the record declaring May 10th through the 16th, 2026, as National Police Week, and Friday, May 15, 2026, as Peace Officers Memorial Day. Police Chief Joseph DeGiulio will accept the proclamation.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. Advisory Board Appointments
City Commission to appoint and reappoint eligible members of the community to serve in vacant positions on City Advisory Boards.

B. Community Support Funds
Approve Community Support Fund requests for Commissioner Aimee Kelley.

- Boynton Beach High School (Boynton Aerospace Science Academy (BASA) summer competition) - $2,500
- Holiday Basket Program - $750
- Connect 2 Greatness - $500
- Boynton Beach Bulldogs - $500
- Bill Tome Foundation PAL - $500
- Women's Foundation - $500

6. **Consent Agenda**

A. Proposed Resolution No. R26-073- Approving Revised Exhibit A of the Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Funding Construction/Professional Services.
Staff recommends approval of Proposed Resolution No. R26-073.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-074- Award Request for Proposal No. 25-032R for Snack Bar Concessionaire at Oceanfront Park to Dope Venture Partners, LLC, and approve a lease agreement for four years with one four-year renewal option.
City staff recommends approval of Proposed Resolution No. R26-074.

B. Proposed Resolution No. R26-075- Approving the final rankings for Request for Qualifications (RFQ) No. 26-011Q for Comprehensive Vulnerability Assessment (Grant Funded), as recommended by the Evaluation Committee and authorizing City staff to negotiate a contract with the recommended top-ranked proposer, Collective Water Resources, LLC, in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).
Staff recommends approval of Proposed Resolution No. R26-075.

C. Proposed Resolution No. R26-076- Approve a Piggyback Agreement through OMNIA Partners Contract R250307 between the City of Boynton Beach and TD SYNNEX Corporation for Cyber Security Solutions and Services, for an amount not to exceed $400,000.00 annually, and for all other purposes.
Staff recommends approval of Proposed Resolution No. R26-076.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

9. **City Manager's Report**

A. Receive an update on the status of the Chapel Hill drainage project; condition assessment of Forest Park playgrounds, including a review of all city playgrounds; and Chapel Hill Paving, including the a list of roads with the lowest pavement condition ratings.
Update requested by Vice Mayor Turkin

10. **Regular Agenda**

A. Proposed Ordinance No. 26-014- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, repealing Chapter 2, Article I, Section 2-15 and any amendments thereafter which established limitations on board member advocacy and lobbying in the City of Boynton Beach; providing for codification; providing for severability; providing for conflicts; and providing for effective date.
Staff recommends approval of Proposed Ordinance No. 26-014, at first reading.

B. Proposed Ordinance No. 26-015- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 6 of the Code of Ordinances Relating to Boynton Beach Memorial Park Cemetery and Sara Sims Cemetery; Revising Policies Governing the Transfer and Resale of Cemetery Plots; Providing for Transfer Limitations to Immediate Family; Prohibiting Private Resale and Requiring Resale to the City; Providing for Prospective Application; Providing for Conflicts, Severability, Codification, and an Effective Date.

Staff recommends approval of Proposed Ordinance No. 26-015, at first reading.

C. Proposed Resolution No. R26-077- Amending the adopted comprehensive fee schedule for Fiscal Year 2025-2026, as approved by Resolution No. R25-243, to revise cemetery-related fees for Boynton Beach Memorial Park and Sara Sims Cemetery.

Staff recommends approval of Proposed Resolution No. R26-077.

D. Discussion and direction regarding the Boynton Beach Municipal Cemeteries Rules and Regulations - specifically, whether to amend the existing rules to better reflect current practices and community expectations, or to direct staff to begin consistent enforcement of the rules as currently adopted.

Staff is presenting this item to provide the City Commission with an overview of the existing rules, highlight the provisions that are most frequently the subject of complaints, confusion, or inconsistent enforcement, and request direction on the path forward.

11. **Future Agenda Items**

A. Discussion regarding property taxes, at a macro level. **- May 19, 2026**
Requested by Vice Mayor Turkin.

B. Discussion regarding creating a beautification board. **- Pending date from City Commission to discuss.**
Requested by Vice Mayor Turkin.

C. Discussion on the formation of a Task Force for updates to the Land Development Regulations. - **Pending date from City Commission to discuss.**
Requested by Vice Mayor Turkin.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/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 to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Presentation by S. Lizabeth Martin of the Palm Beach County Commission on Ethics.

Requested Action: The Palm Beach County Commission on Ethics Education and Communication Manager S. Lizabeth Martin will give a brief overview of the independent watchdog agency and how the community can contact the staff. The commission was created to foster integrity in public service, promote the public's trust and confidence in that service and prevent conflicts between private interests and public duties.

Fiscal Impact: There is no fiscal impact to the budget for this item.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proclamation- Mental Health Awareness and Trauma Informed Care Month.

Requested Action: Commissioner Kelley will read the proclamation into the record declaring May as Mental Health Awareness and Trauma Informed Care Month. The proclamation will be accepted by Boynton Beach Mental Health Committee founder Gerda Klein.

Explanation of Request: NA

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Mental_Health_Awareness_and_Trauma_Informed_Care_Month.docx

City of Boynton Beach

Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being, and everyone experiences times of stress and struggles in their lives, and one in four adults and one in five youth ages 13-18 experiences serious mental illness. 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame; and

WHEREAS, research recognizes that adverse childhood experiences (ACEs), are traumatic experiences that can have a profound effect on a child's developing brain and body and can result in poor physical and mental health during childhood and adulthood; and

WHEREAS, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan; and

WHEREAS, the City of Boynton Beach, recognizes the work of the Boynton Beach Mental Health Committee impacting awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success and supports the implementation of trauma informed approaches throughout the systems of care.

NOW THEREFORE, I, Commissioner Aimee Kelley, and Mayor Rebecca Shelton, of the City of Boynton Beach, Florida, do hereby proclaim the month of May of Two Thousand Twenty-Six as:

Mental Health Awareness &
Trauma Informed Care Month

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 5th day of May, Two Thousand Twenty-Six.

_____
Aimee Kelley, Commissioner District IV

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Tammy Stannzione, CMC
Interim City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proclamation- National Police Week and Peace Officers Memorial Day.

Requested Action: Mayor Shelton will read the proclamation into the record declaring May 10th through the 16th, 2026, as National Police Week, and Friday, May 15, 2026, as Peace Officers Memorial Day. Police Chief Joseph DeGiulio will accept the proclamation.

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the agenda for this item.

Attachments:
National Police Week and Peace Officers Memorial Day.docx

City of Boynton Beach

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the members of the Boynton Beach Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Boynton Beach; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Boynton Beach Police Department has grown to be a modern and scientific law enforcement agency that unceasingly provides public service;

NOW THEREFORE, I, Rebecca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim and call upon all citizens of Boynton Beach and upon all patriotic, civil, and educational organizations to observe the week of May 10th through May 16th, 2026, as:

National Police Week

I FURTHER call upon all citizens of Boynton Beach to remember this day, Thursday, May 16th, 2026, as:

Peace Officers Memorial Day

In honor of those peace officers who, through their courageous deeds, have lost their lives or become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 5th day of May, Two Thousand and Twenty-Six.

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Tammy Stanzione, Interim City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Advisory Board Appointments

Requested Action: City Commission to appoint and reappoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards, with the designated Commission members responsible for appointing to fill each term opening and vacancy.

How will this affect city programs or services? Appointments and reappointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_May 5_2026.docx
Anthony Garofalo - Art Adv. Board.pdf
Dlauren Mondesir - Education & Youth.pdf

Advisory Board Vacancies May 5, 2026

Art Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

II	McCray	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicant: Anthony Garofalo

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Shelton	Regular	Vacant
I	Cruz	Regular	Vacant
II	McCray	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

IV	Kelley	Alternate	Vacant
Mayor	Shelton	Student	Vacant
I	Cruz	Student	Vacant

Applicant: Dlauren Mondesir

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
II	McCray	Regular	Vacant
IV	Kelley	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

Library Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Shelton	Regular	Vacant
I	Cruz	Regular	Vacant

Advisory Board Vacancies May 5, 2026

II	McCray	Alternate	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

Recreation and Parks Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
II	McCray	Alternate	Vacant

Applicants: None

Senior Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Turkin	Regular	Vacant
IV	Kelley	Regular	Vacant
Mayor	Shelton	Regular	Vacant
I	Cruz	Alternate	Vacant
II	McCray	Alternate	Vacant

Applicants: None

Applications Received:

02/28/26	Indira Doorgasingh	Sr. Adv.	Resides outside of City limits – has been sent Waiver of requirements form
02/02/26	Karen Rabinowitz	Sr. Adv.	Resides outside of City limits – has been sent Waiver of requirements form
~~11/02/25~~	~~Regina Fay~~	~~Sr. Adv.~~	~~No vacancies notified via email 11/4/25~~
09/20/25	Taylor Millien	E&YAB	Does not live in the City- can apply for waiver, applicant notified via email 09/30/25.
~~09/08/25~~	~~Suzanne Ferguson~~	~~CRAB~~	~~No vacancies Applicant notified via email 9/8/25~~
08/07/25	Thiago Coracini	CRAB	No vacancies, not a registered voter, Applicant notified via email 08/08/25
~~06/11/25~~	~~Mark Karageorge~~	~~CRAB~~	~~No vacancies Applicant notified via email 6/16/25~~
~~04/06/25~~	~~Deborah Tarca~~	~~CRAB~~	~~No vacancies Applicant notified via email 4/18/25~~

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

4/10/2026

First Name *

Anthony

Last Name *

Garofalo

Phone Number *

321-588-9942

Email *

anthonygarofalo@live.com

Date of Birth *

6/1/1990

Street Address *

1010 Audace Ave

Street Address 2

Apt 210

City *

Boynton Beach

State *

FL

Zip Code *

33426

Country *

United States

Current occupation or, if retired prior occupation

Director of Engineering & Fabrication

Education

B.S. Mathematics with Engineering & Physics

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Sole Proprietor Company, Proto G Engineering which I do contract engineering work on the side of my career. It shares the same name as my educational YouTube channel.

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Art Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

Engineer at NASA when I was 21. Senior R&D Engineer for Blue Origin designing and building parts for the New Glenn rocket. Please see my LinkedIn for more in depth information on my background.

Professional Memberships *

Please list any professional memberships

Please refer to my LinkedIn if interested in me.

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

(•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

4/12/2026

First Name *

Dlauren

Last Name *

Mondesir

Phone Number *

5617166919

Email *

Dlaurenmondesiraba@gmail.com

Date of Birth *

6/10/1988

Street Address *

6413 Country Fair Circle

Street Address 2

City *

Boynton Beach

State *

Florida

Zip Code *

33437

Country *

United States

Current occupation or, if retired prior occupation

Behavior Therapist

Education

Doctor of Education

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits?*

(•) Yes ( ) No

If Yes, Name of Business

Fidelity Behavioral Alliance LLC.

Are you currently serving on a City board?*

( ) Yes (•) No

Have you served on a City board in the past?*

( ) Yes (•) No

If Yes, which board(s) and when?

NA

Have you ever been convicted of a crime?*

( ) Yes (•) No

If Yes, when and where?

NA

Advisory Board*

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity?*

(•) Yes ( ) No

Personal Qualifications*

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I bring a strong blend of professional expertise, leadership experience, and community engagement that make me a well-qualified candidate for this board. I am a Board-Certified Behavior Analyst-Doctoral (BCBA-D), educator, and behavioral wellness advocate with over 10 years of experience in education, with focused expertise in reading, STEM, and special education. I have also served as an ESE Coordinator for one of the largest middle schools in the south region of Palm Beach County, where I led multidisciplinary teams, supported compliance with IDEA, and developed systems to improve outcomes for students with diverse learning and behavioral needs.

In addition to my work in schools, I am the Founder and Executive Director of The Olivia White Initiative, a nonprofit organization dedicated to equipping parents, educators, and caregivers with empathy-centered, evidence-based behavior management and wellness strategies. Through this work, I have developed and facilitated community-based trainings, behavioral wellness workshops, and direct caregiver support services that address both child behavior and caregiver self-regulation. I also serve as CEO of Fidelity Behavioral Alliance LLC, where I translate applied behavior analysis into practical leadership and organizational development strategies.

My leadership extends into the community through my involvement with the Boynton Beach Mental Health Committee and Nonprofits First's 2026 Advancing Leaders Cohort, as well as my role on the University of Florida Association of Black Alumni South Florida Scholarship Committee. I have been recognized as a 2025 Rose Day Guest Speaker for Women of Tomorrow and selected to present at the Early Learning Coalition of Palm Beach County's Empower '26 Conference.

Collectively, my background reflects a commitment to evidence-based practice, systems-level thinking, and community-centered impact. I bring a unique ability to bridge education, behavioral science, and community wellness, along with a proven track record of leadership, program development, and advocacy for children, families, and underserved populations.

Professional Memberships *

Please list any professional memberships

Non-profits First
University of Florida Association of Black Alumni South Florida
Women's Chamber of Commerce Palm Beach County

Attachments

Feel free to attach/upload an extra sheet or resume.

Mondesir Resume (4).pdf 168.46KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.



Contact

Phone

Available upon request

Email

DlaurenMondesirAba@gmail.com

Location

South Florida

Education

July 2020

Doctor of Education (Ed.D.)

Concentrations:

-Applied Behavior Analysis
-Special Education
-Science, Technology, Engineering & Mathematics (STEM) Education

Nova Southeastern University- Davie, FL

August 2013

Masters of Education (Ed.D.)

Concentration:

-Management & Administration of Educational Programs

Nova Southeastern University- Davie, FL

May 2010

Bachelor of Science (B.S.)

Concentration:

-Health Education and Behavior

University of Florida- Gainesville, FL

Certifications

- Acceptance & Commitment Therapy (ACT) trained (2024)
- Program for the Education and Enrichment of Relational Skills (PEERS) (2022)
- Board Certified Behavior Analyst - Doctoral (2021)
- STEM Certified Instructional Coach (2015)
- Exceptional Student Education Grades K-12 (2015)
- Florida Science Teacher Middle Grades 5-9 (2011)

Research & Publications

James DCS, Pobee J., Brown L., Oxidine, D. Using the Health Belief Model to Develop Culturally Appropriate Weight Management Materials for African American Women. Journal of the American Academy of Nutrition and Dietetics. 2012 112:664-670

Mondesir, D., Modifying Teacher Behaviors using Behavior Skills Training, Abraham S. Fischler College of Education & School of Criminal Justice. May 1, 2020 (Dissertation)

D'Lauren Mondesir, Ed.D., BCBA-D

Doctoral-level Board Certified Behavior Analyst (BCBA-D) and experienced education professional with over 10 years of expertise in reading, STEM, and special education. Former ESE Coordinator for one of the largest middle schools in the South Region of Palm Beach County, with a strong track record of leading multidisciplinary teams, ensuring IDEA compliance, and improving academic and behavioral outcomes through data-driven practices.

Skilled in designing and implementing behavior intervention plans, supporting functional communication, and coaching educators in effective, evidence-based strategies. Recognized for translating behavioral science into practical solutions that strengthen classroom environments, increase staff effectiveness, and support diverse learners.

Experience

06/2025-Present

Aspects for Behavior

Board Certified Behavior Analyst-Doctoral

- Provide supervision for behavioral technicians and Registered Behavior Technicians.
- Provide direct and indirect applied behavior analytic services to clients and families.
- Conduct functional behavioral assessments (FBAs).
- Develop Behavioral interventions and skills acquisition programs to promote independence.
- Collect and monitor client data for progress monitoring.
- Conduct instructional sessions with behavioral staff to review behavior analytic principles, assessment techniques, program modification considerations and intervention strategies.
- Contribute to the development of school based behavioral plans, interventions and IEPs.

03/2023-Present

Fidelity Behavioral Alliance

Chief Executive Officer

- Develop quarterly CEU trainings and presentations for BCBA's on evidenced based practices in ABA.
- Provide direct and indirect applied behavior analytic services to clients and families.
- Lead weekly cohort meetings to provide mentorship to newly certified Behavior Analysts.
- Conduct monthly supervision meetings for student analysts.
- Conduct weekly data analyses and client program evaluations for progress monitoring
- Conduct instructional sessions with behavioral staff to review behavior analytic principles, assessment techniques, program modification considerations and intervention strategies.
- Contribute to the development of school based behavioral plans, interventions and IEPs.

11/2021-03/2023

Treasure Coast ABA | Palm City, FL

Lead Clinical Analyst

- Develop company-wide trainings on the implementation of research-based practices in ABA.
- Establish professional development training sequence using behavioral skills training methodology.
- Develop staff performance monitoring tools and proficiency measurement systems.
- Develop student analyst supervision cohort for bachelors and masters level student analysts.
- Designed student analyst instructional course for masters level students in need of indirect supervision.
- Develop company-wide professional development trainings to improve data collection methods, intervention designs and program fidelity.

12/2011 - 11/2021

School District of Palm Beach | West Palm Beach, FL

Department Chairperson/ ESE Coordinator

- Managed a Special Education department for 370+ students.
- Supervised department staff, ensuring legal guidelines and mandates were implemented.
- Coordinate initial and, annual evaluations to begin IEP process.
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques and technologies.
- Administer and interpret research-based cognitive assessments.
- Analyzed standardized testing data to track student progress performance.
- Evaluated the health prevention program effectiveness.
- Monitored student growth and implement diagnostic assessments.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Community Support Funds

Requested Action: Approve Community Support Fund requests for Commissioner Aimee Kelley.

- Boynton Beach High School (Boynton Aerospace Science Academy (BASA) summer competition) - $2,500
- Holiday Basket Program - $750
- Connect 2 Greatness - $500
- Boynton Beach Bulldogs - $500
- Bill Tome Foundation PAL - $500
- Women's Foundation - $500

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds:
001-1110-511-83-04

Fiscal Impact: This is a budgeted line item.

Attachments:
BBCHS- Kelley $2500.doc
Friends of the BB Library- Holiday Baskets Kelley $750.doc
Connect 2 Greatness- Kelley $500.doc
Boynton Beach Bulldogs Kelley $500.doc
Bill Tome Foundation PAL Kelley $500.doc
Women's Foundation Kelley $500.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: May 1, 2026
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $2,500
Recipient/Payee: Boynton Beach Community High School
Description of project, program, or activity to be funded: Aerospace Science Academy Summer Competitions

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $5,325.

Accordingly:

X There are funds available as requested
There are insufficient funds available as requested

Dated: 05/01/2026_ By: _____
Tammy Stanzione, Interim City Clerk

Part III-Eligibility Evaluation

X Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
X The recipient/payee provides services within the City
X The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: May 1, 2026
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $750
Recipient/Payee: Friends of the BB City Library
Description of project, program, or activity to be funded: These funds will help with the cost of Holiday Dinner Baskets that will be for the less fortunate kids and their families in the community.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $2,825.

Accordingly:

X There are funds available as requested
There are insufficient funds available as requested

Dated: 05/01/26 By: _____
Tammy Stanzione, Interim City Clerk

Part III-Eligibility Evaluation

X Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
X The recipient/payee provides services within the City
X The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: May 1, 2026
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $ 500
Recipient/Payee: Connect 2 Greatness

Description of project, program, or activity to be funded: Mentorship, leadership, and support that transforms futures in Palm Beach County.To empower and inspire African American boys to be leaders and changemakers in the world.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $2,075.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: 5/1/26 By: _____
Tammy Stanzione, Interim City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: May 1, 2026
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $500
Recipient/Payee: Boynton Beach Bulldogs
Description of project, program, or activity to be funded: Youth Football Program

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $1,575.

Accordingly:

- ✓ There are funds available as requested
- ✓ There are insufficient funds available as requested

Dated: _____ By: _____
Tammy Stanzione, Interim City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: May 1, 2026

Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $500
Recipient/Payee: Bill Tome Foundation Boynton Beach PAL

Description of project, program, or activity to be funded:

The Bill Tome Foundation offers positive programs to the disadvantaged youth of Boynton Beach.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $1,075.

Accordingly:

X There are funds available as requested
There are insufficient funds available as requested

Dated: _____ By: _____
Tammy Stanzione, Interim City Clerk

Part III-Eligibility Evaluation

X Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
X The recipient/payee provides services within the City
X The public purpose is beneficial to the entire community served by such donation

Dated: _____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: May 1, 2026
Requested by Mayor/Commissioner: Vice Mayor Kelley
Amount Requested: $500
Recipient/Payee: Women's Foundation
Description of project, program, or activity to be funded: The Women's Foundation of Florida educates and empowers women and girls to be leaders, so they can change the world. We invest in their ideas and encourage their leadership to positively affect the economic, political, and social status of women and girls across Florida.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $575.

Accordingly:

X There are funds available as requested
There are insufficient funds available as requested

Dated: _____ By: _____
Tammy Stanzione, Interim City Clerk

Part III-Eligibility Evaluation

X Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
X The recipient/payee provides services within the City
X The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Resolution No. R26-073- Approving Revised Exhibit A of the Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Funding Construction/Professional Services.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-073.

Explanation of Request: Approval of this item will revise Exhibit A of the Interlocal Agreement to reflect updated CRA funding allocations among approved FY2025-2026 capital projects. This revision is consistent with the updated Interlocal Agreement approved by the Boynton Beach CRA Board on April 14, 2026, and reflects the corresponding adjustments to project funding allocations for FY2025-2026. This revision also includes the addition of a new project, 670 Oak Street Demolition, funded through an internal reallocation from existing approved projects. The total CRA reimbursement amount remains unchanged, changes are as follows:

- MLK Jr. Boulevard Streetscape Improvements / + $193,000
- Jaycee Park Master Design / - $ 383,000
- (New) 670 Oak Street Demolition / + $190,000

Budgeted Item: Yes

Account Line Item and Description: 302-4905-541.63-08 / STREET IMPROVEMENTS / MLK Jr. Boulevard Streetscape Improvements
302-4235-572.63-05 / PARKS IMPROVEMENTS / Jaycee Park Master Design
302-4199-580.49-17 / OTHER CONTRACTUAL SRVS / 670 Oak Street Demolition

Fiscal Impact: No net fiscal impact. Changes are an internal reallocation between approved projects through budget transfers.
No budget amendment is required.

Attachments:
R26-073 Agenda_Item__4538-2026_Resolution_for_CRA_Construction_and_Professional_Services_Funding_Revised_Exhil
Exhibit A to Resolution - Revised Exhibit A
R26-054 Master ILA Exhibit A (Current approved version)
R23-161 Master ILA

RESOLUTION NO. R26-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ADOPTION OF AMENDED EXHIBIT A TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION AND PROFESSIONAL SERVICES; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach, Florida ("City") and the City of Boynton Beach Community Redevelopment Agency ("CRA") entered into an Interlocal Agreement for Funding Construction and Professional Services, approved by Resolution No. R23-161 on November 7, 2023; and

WHEREAS, approval of this item will revise Exhibit A of the Interlocal Agreement to reflect updated CRA funding allocations among approved FY2025-2026 capital projects. This revision is consistent with the updated Interlocal Agreement approved by the Boynton Beach CRA Board on April 14, 2026, and reflects the corresponding adjustments to project funding allocations for FY2025-2026. This revision also includes the addition of a new project, 670 Oak Street Demolition, funded through an internal reallocation from existing approved projects; and

WHEREAS, pursuant to section 4 of the Interlocal Agreement, Exhibit A to the Interlocal Agreement may be updated at any time by the mutual consent of both parties and shall be updated at least annually in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit A in a duly noticed public meeting, the Agreement shall be deemed amended such that the most recently adopted Exhibit A replaces the prior version of Exhibit A of the Agreement without further action by the parties; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the updated Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services with the City of Boynton Beach Community Redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the updated Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services with the City of Boynton Beach Community Redevelopment Agency, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The Interlocal Agreement with the updated Exhibit A shall be retained by the City Clerk as a public record of the City. A copy of the Interlocal Agreement with the updated Exhibit A shall be provided to the CRA.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-073

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice-Mayor – Thomas Turkin	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
Interim City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

REVISED EXHIBIT "A"
Fiscal Year 2025-2026 Projects

City Project #	Project Name	CURRENT BBCRA Funding
1	MLK Jr. Boulevard Streetscape Improvements Design & Construction	$993,000
2	Federal Highway Streetscape	$450,000
3	Pence Park Design, Permit & Construction	$4,400,000
4	Harvey Oyer Park Pier Design & Permit	$450,000
5	Senior Center Design	$100,000
6	Jaycee Park Master Design	$167,000
7	Centennial Park Improvement Design & Construction	$750,000
8	Cottage District Road Improvement Design	$200,000
9	Ocean Avenue Bridge Lighting	$100,000
10	Federal Highway Crosswalk	$600,000
11	4th Street Streetscape Improvement	$250,000
12	Historic Woman's Club of Boynton Beach	$500,000
13	Entry Feature Signage	$50,000
14	Town Square Hardening (Bollards)	$200,000
15	Inn at Boynton Demolition	$657,217
16	Neighborhood Security Gate	$50,000
17	670 Oak Street Demolition	$190,000
	FY2025-2026 Total	**$10,107,217.26**

REVISED EXHIBIT "A"

Fiscal Year 2025-2026 Projects

City Project #	Project Name	BBCRA Funding
1	MLK Jr. Boulevard Streetscape Improvements Design & Construction	$800,000
2	Federal Highway Streetscape	$450,000
3	Pence Park Design, Permit & Construction	$4,400,000
4	Harvey Oyer Park Pier Design & Permit	$450,000
5	Senior Center Design	$100,000
6	Jaycee Park Master Design	$550,000
7	Centennial Park Improvement Design & Construction	$750,000
8	Cottage District Road Improvement Design	$200,000
9	Ocean Avenue Bridge Lighting	$100,000
10	Federal Highway Crosswalk	$600,000
11	4th Street Streetscape Improvement	$250,000
12	Historic Woman's Club of Boynton Beach	$500,000
13	Entry Feature Signage	$50,000
14	Town Square Hardening (Bollards)	$200,000
15	Inn at Boynton Demolition	$656,748
16	Neighborhood Security Gate	$50,000
	FY2025-2026 Total	**$10,106,748**

RESOLUTION R23-161

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION AND PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City will be performing construction projects within the Community Redevelopment Area (CRA) to reduce slum, blight, and enhance the redevelopment properties; and

WHEREAS, The CRA will provide the funding for the projects and will provide annual updates; and

WHEREAS, The agreement will serve as a municipal and public purpose and be consistent with the 2016 CRA plan and requirements of Chapter 163, Florida Statutes; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding Construction and Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding Construction and Professional Services. A copy of the Interlocal Agreement is attached hereto and made a part hereof by reference as Exhibit "A."

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 7th day of November, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES

THIS AGREEMENT is made this 7th day of November 2023, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation (hereinafter referred to as **"CITY"**), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the **"BBCRA"**).

WITNESSETH:

WHEREAS, the **CITY** will be performing various construction projects located in the Community Redevelopment Area as shown in Exhibit "A" (collectively, the "Projects" and each individually a "Project"); and

WHEREAS, the Projects provide improvements to the Community Redevelopment Area ("CRA Area") that are anticipated to reduce slum and blight and enhance the redevelopment potential of properties within the CRA Area; and

WHEREAS, the **BBCRA** is providing funding for the Projects in the amounts identified in Exhibit "A;" and

WHEREAS, the parties anticipate updating Exhibit "A" on at least an annual basis; and

WHEREAS, the **CITY** and the **BBCRA** find that this Agreement serves a municipal and public purpose and is consistent with and in furtherance of the 2016 Boynton Beach Community Redevelopment Plan ("Plan") and the requirements of Chapter 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby acknowledge, the parties hereby agree as follows:

1. **Incorporation.** The recitations set forth above are hereby incorporated herein.

2. **Funding.** The **BBCRA** shall provide funding to the **CITY** for the Projects included in Exhibit "A." The amount of funding for each Project shall not exceed the amount listed for each Project included in Exhibit "A." Such payment shall be made to the **CITY** for physical improvements as part of the Projects, consistent with the terms of this Agreement, to be used for reimbursement of certain eligible costs. The **BBCRA** shall make payments to the **CITY** upon receipt of a complete written request from the **CITY** for payment, which request shall comply with all requirements of this Agreement. Funding described in Exhibit A may not be transferred between Projects without the express consent of the **BBCRA.**

3. **Limitations on Use of Funding.** Funding for the Projects included in Exhibit "A" shall be used for actual planning, design, and construction costs, as well as other costs directly related to the Projects construction, including, but not limited to, testing, inspection, and utility relocation costs (collectively, "eligible expenses"). This provision does not preclude the **BBCRA** from performing the referenced tasks for Projects included in Exhibit "A" if mutually agreed upon by the **CITY** and **BBCRA**.

4. **Annual Update to Exhibit "A."** Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties and shall be updated at least annually in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit "A" in a duly noticed public meeting, this Agreement shall be deemed amended such that the most recently adopted Exhibit "A" replaces the prior version of the Exhibit "A" in this Agreement without further action by the parties. Except as expressly stated in this paragraph, all modifications to the Agreement shall be in accordance with Paragraph **11-Entire Agreement**.

5. **Reimbursement Request.** The **CITY** shall provide a complete written request

for reimbursement of eligible expenses ("Reimbursement Request") to the **BBCRA** no later than 180 days after payment by the **CITY** of funds for which it is seeking reimbursement, and in no case later than 180 days after the Project achieves final completion. For purposes of this Agreement, final completion shall be deemed achieved upon issuance of a Certificate of Completion or the equivalent. The request shall include the following information:

i. The amount of reimbursement requested;

ii. A summary of the Project improvements for which the **CITY** seeks reimbursement;

iii. A statement that the Project is in compliance with the Plan and Florida Statutes, that the funding will be used only for reimbursement of eligible expenses that are consistent with the **BBCRA**'s requirements and restrictions pursuant to Florida law, and evidence supporting the statement;

iv. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the **CITY** for the Project for which the **CITY** is seeking reimbursement; and

v. For any Reimbursement Request submitted after final completion, a fully executed Certificate of Completion or equivalent.

a. The **CRA** shall remit funding in the amount requested, consistent with this Agreement, to the **CITY** within thirty (30) days of receipt of a complete Reimbursement Request from the **CITY** that meets the requirements of

this Agreement.

b. If the **CITY** fails to submit a Reimbursement Request within 180 days after the Project achieves final completion, the **CITY** will no longer be eligible to receive any reimbursement, and this Agreement shall terminate with respect to that Project. If the **CITY** submits a Reimbursement Request that the **BBCRA** deems incomplete, the **BBCRA** shall notify the **CITY** in writing. The **BBCRA** may ask for additional documentation that could reasonably be used to evaluate or support the Reimbursement Request. The **CITY** shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the **CITY** fails to provide the documentation required by the **BBCRA** within 30 days, the **CITY** shall only be eligible for the portion of the Reimbursement Request, if any, that the **BBCRA** deems complete and eligible. The **BBCRA** will not reimburse the **CITY** for any portion of the request the **BBCRA** deems ineligible for reimbursement.

6. **Limitation of Responsibility.** The Parties agree that the **BBCRA** shall only be responsible for providing reimbursement to the **CITY** for eligible expenses for the Project after receiving a complete Reimbursement Request that meets the requirements of this Agreement and shall not otherwise be responsible for effectuating the Project.

7. **Change Orders.** The **CITY** shall provide a written request to the **BBCRA** for approval of any change order that will result in a request for an increase in the funding for a Project to be provided by the **BBCRA.** The **CITY** shall submit the written request to the **BBCRA** prior to the **CITY's** approval of the change order or execution of any work covered

by the change order. Failure to obtain the **BBCRA's** approval of the funding for the change order shall be a basis for the **BBCRA** to deny additional funding to the **CITY** for the Project identified in the change order. The **CITY** and the **BBCRA** agree and acknowledge that the approval of a change order does not require an amendment to this Agreement so long as the total amount of funding identified in Exhibit "A" is not exceeded.

8. **Term.** The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this Agreement or 60 days after the **CITY** receives the final invoice from the contractor or professional for the last of the Projects included in Exhibit "A." Notwithstanding the foregoing, once the **CITY** has executed a contract with a contractor or professional for a particular Project, the **BBCRA** shall not be allowed to withdraw its funding for that particular Project for the amount identified in Exhibit "A." If the **CITY** terminates this Agreement, the **CITY** shall refund to the **BBCRA** any funding that was provided to the **CITY** but was not paid to the contractor or professional for the Project as of the date of determination. If the total funds the **CITY** requires to complete a particular Project, as identified in Exhibit "A," are less than the amount paid by the **BBCRA** to the **CITY** for a particular Project, the **CITY** shall refund to the **BBCRA** any and all funds provided to the **CITY** that exceed the amount the **CITY** paid to the contractor or professional for the particular Project.

9. **Reporting Requirement.** Once the **BBCRA** provides any funding for any of the Projects identified in Exhibit "A," the **CITY** shall provide the **BBCRA** with monthly reports detailing the progress of such Projects, including, but not limited to, the contract amount, the amount of funds paid to the contractor or professional, the status of the Project, and the total of any change orders related to the Project.

10. **Publicity.** The **CITY** shall ensure that all publicity, public relations,

advertisements, and signs related to the **CITY's** involvement in a Project also recognize the **BBCRA** for the support of all activities conducted with the funds provided by the **BBCRA.** The use of the **BBCRA** logo is permissible, but all materials using the **BBCRA** logo must be approved by the **BBCRA** Executive Director or his or her designee prior to use. Upon request by the **BBCRA, CITY** shall provide proof of the use of the **BBCRA** logo as required by this paragraph. The **BBCRA** may also produce and utilize publicity, public relations, advertisements, and signs to indicate its involvement with a Project.

11. **Entire Agreement.** No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.

13. **No Third-Party Beneficiaries.** No provision of this Agreement is intended to or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity, not a party to this Agreement, including but not limited to any citizen or employees of the **CITY** or the **BBCRA**.

14. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part without prior written consent of the other, which may be granted or withheld at such Parties' absolute discretion.

15. **Indemnification**. The **CITY** shall indemnify, save, and hold harmless the **BBCRA**, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage that may be asserted, claimed, or recovered against or from the **BBCRA**, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result

of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the **BBCRA** or the **CITY** as set forth in section 768.28, Florida Statutes. This paragraph shall not be construed to require the **CITY** to indemnify the **BBCRA** for **BBCRA**'s own negligence or intentional acts of the **BBCRA**, its agents, or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees, and agents.

16. **Public Records**. The **CITY** and the **BBCRA** each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records, and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.

17. **Filing.** The **CITY** shall file this Interlocal Agreement pursuant to the requirements of section 163.01(11), Florida Statutes.

18. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

19. This Agreement shall not be valid until signed by the Mayor, the Board Chair of the **BBCRA**, and the City Clerk. The Effective Date shall be the date the last of the Mayor or Board Chair signs this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

By ----------
Mayor

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Approved as to Form:

Shawna G. Lamb, City Attorney

ATTEST:

Witness

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

By----------
Board Chair

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:

BBCRA Attorney

EXHIBIT "A"

Fiscal Year 2023-2024 Projects

City Project #	Project Name	BBCRA Funding
1	MLK JR. BOULEVARD STREETSCAPE PROJECT (DESIGN)	$250,000.00
2	JAYCEE PARK PROJECT (CONSTRUCTION)	$250,000.00
3	SEACREST BOULEVARD IMPROVEMENT (DESIGN)	$100,000.00
4	E. OCEAN AVENUE STREETSCAPE (DESIGN)	$100,000.00
5	2023 US 1 BEAUTIFICATION PROJECT (DESIGN)	$100,000.00

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Resolution No. R26-074- Award Request for Proposal No. 25-032R for Snack Bar Concessionaire at Oceanfront Park to Dope Venture Partners, LLC, and approve a lease agreement for four years with one four-year renewal option.

Requested Action: City staff recommends approval of Proposed Resolution No. R26-074.

Explanation of Request: The City of Boynton Beach initiated RFP 25-032R - Snack Bar Concessionaire at Oceanfront Park to address the need to activate the City's existing concession building, which had remained unused and unavailable to the public. With Oceanfront Park serving approximately 17,500 visitors per month, the absence of a functioning snack bar represented a missed opportunity to enhance the visitor experience, support families and beachgoers, and fully utilize a city-owned asset.

Restoring food and beverage services at the park became a priority to provide convenience, improve amenities, and meet longstanding expectations from residents and tourists who frequent the beachfront. Recognizing the importance of offering accessible, high-quality concessions to the community, the City sought an experienced operator capable of delivering fresh menu options, maintaining the facility to high standards, and supporting the City's goals of cleanliness, safety, sustainability, and family-friendly service. The solicitation, released October 6, 2025, invited innovative proposals that could elevate the park experience and ensure the concession building once again served its intended public purpose. Two responsive proposals were received.

An Evaluation Committee met on January 8, 2026, followed by proposer presentations on January 15, 2026. After reviewing qualifications, menu offerings, operations plans, and financial capacity, the Committee ranked Dope Venture Partners, LLC as the highest scoring proposer. A negotiation committee then finalized terms, resulting in the Snack Bar Concessionaire Services Agreement, which includes a four-year initial term and a four-year renewal option, along with comprehensive operational, reporting, and maintenance requirements.

Approval of this agreement will allow the City to reopen the concession building with a reliable operator, provide enhanced services to residents and visitors, and ensure that Oceanfront Park continues to deliver a high-quality, convenient, and welcoming beachfront experience. Staff recommends awarding RFP 25-032R - Snack Bar Concessionaire at Oceanfront Park to Dope Venture Partners, LLC. The proposed vendor has brought some items from the menu for the commission to taste before the award.

This contract is for four years with one four-year renewal option, with $1,800 per month as the lease payment for use of the facility.

Budgeted Item: Yes

Account Line Item and Description: Revenue Account

Fiscal Impact: $1,800 per month lease payment.

Attachments:
R26-074 Agenda_Item__4404-2026_Resolution_for_RFP_No._25-032R_Award_and_Contract_Dope_Venture.docx
Exhibit A to Resolution - signed Oceanfront Park Agreement .pdf
EXHIBIT A - LOCATION IMAGE.pdf
Exhibit B and C - RFP 25-032R Snack Bar Concessionaire.pdf
Exhibit D Equipment To Be Procured.pdf
EXHIBIT E - REPAYMENT SCHEDULE.pdf
Exhibit F Final Oceanfront Park Menu.pdf
Snack Bar Concessionaire Agreement PowerPoint Presentation.pdf

RESOLUTION NO. R26-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 25-032R FOR SNACK BAR CONCESSIONAIRE AT OCEANFRONT PARK TO DOPE VENTURE PARTNERS, LLC, DBA DOPE VEGAN, AND APPROVING AN AGREEMENT BETWEEN THE CITY AND DOPE VENTURE PARTNERS, LLC, DBA DOPE VEGAN; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City is the owner of certain real property located at Oceanfront Park, 6415 North Ocean Boulevard, Ocean Ridge, FL (the "Property"); and

WHEREAS, the Property includes a free-standing building housing a concession area (the "Premises"); and

WHEREAS, the City has determined that it is in the best interest of the public to engage an experienced operator to manage a Snack Bar Concession at Oceanfront Park ("the "Snack Bar"); and

WHEREAS, the City issued procurement solicitation Request for Proposal ("RFP') No. 25-032R for Snack Bar Concessionaire at the Boynton Beach Oceanfront Park on October 6, 2025, seeking proposals from firms offering to operate a Concessionaire; and

WHEREAS, the RFP closed on November 10, 2025, and the City received two (2) proposal submittals; and

WHEREAS, on January 8, 2026, the evaluation committee met to discuss and score the two (2) proposal submissions and decided to ask both firms to provide presentations; and

WHEREAS, on January 15, 2026, the evaluation committee witnessed presentations from the two Proposers, Scandic Products, LLC, and Dope Venture Partners, LLC, dba Dope Vegan, and

WHEREAS, the evaluation committee scored the proposals and presentation criteria and determined that Dope Vegan was the highest scoring Proposer for this RFP; and

WHEREAS, the City assembled a negotiation committee and met with Dope Vegan in a publicly noticed, closed-to-the-public negotiation meeting; and

WHEREAS, negotiations pertaining to the subject matter of the Agreement were undertaken between the Parties and the Agreement incorporates the results of such negotiations; and

WHEREAS, Dope Venture Partners, LLC, dba Dope Vegan ("Operator") desires to lease the

Premises from the City for the purpose of operating the Snack Bar; and

WHEREAS, the Parties have agreed that the City will procure the equipment as an Equipment Advance (a prepayment for equipment procurement) in an amount not to exceed Twenty Thousand Dollars ($20,000.00). The City shall retain sole discretion in the selection of vendors, contractors, and procurement methods, based on its procurement policy, provided that the equipment procured substantially conforms to meet the needs of the Operator's ability to serve the public; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to award RFP No. 25-032R for Snack Bar Concessionaire at Oceanfront Park to Dope Venture Partners, LLC, dba Dope Vegan, and approve an Agreement between the City and Dope Venture Partners, LLC, dba Dope Vegan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award RFP No. 25-032R for Snack Bar Concessionaire at Oceanfront Park to Dope Venture Partners, LLC, dba Dope Vegan.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between the City and Dope Venture Partners, LLC, dba Dope Vegan, for RFP No. 25-032R for Snack Bar Concessionaire at Oceanfront Park (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Andrew Rozwadowski to forward to the Operator.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-074

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
Interim City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND DOPE VENTURE PARTNERS, LLC.

This Agreement is made as of this 27 day of April, 2026 by and between Dope Venture Partners, LLC, dba Dope Vegan, a Florida Limited Liability Company, with a principal address of 100 Sansbury Way, Suite 108, West Palm Beach, Florida 33411, with an EIN # 87-2785625 hereinafter referred to as "Operator," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City," the City and Operator are collectively referred to as the "Parties."

In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

RECITALS

WHEREAS, the City is the owner of certain real property located at Oceanfront Park, **6415 North Ocean Boulevard, Ocean Ridge, FL**, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property includes a free-standing building housing a concession area (the "Premises"); and

WHEREAS, the City has determined that it is in the best interest of the public to engage an experienced operator to manage a Snack Bar Concession at Oceanfront Park ("the "Snack Bar"); and

WHEREAS, the City issued procurement solicitation RFP No. 25-032R Snack Bar Concessionaire Boynton Beach Oceanfront Park on October 6, 2025, **Exhibit "B"** seeking proposals from firms offering to operate a Concessionaire, a copy of which is incorporated into this Agreement by reference; and

WHEREAS, the RFP closed on November 10, 2025, and the City received two (2) proposal submittals; and

WHEREAS, on January 8, 2026, the evaluation committee met to discuss and score the two (2) proposal submissions and decided to ask both firms to provide presentations; and

WHEREAS, on January 15, 2026, the evaluation committee witnessed presentations from the two Proposers, Scandic Products, LLC, and Dope Vegan, and

WHEREAS, during the presentation, Dope Vegan provided the City with a PowerPoint outlining all operations, **Exhibit "C"**; and

WHEREAS, the evaluation committee scored the proposals and presentation criteria and determined that Dope Vegan was the highest scoring Proposer for this RFP; and

WHEREAS, the City assembled a negotiation committee and met with Dope Vegan in a publicly noticed, closed-to-the-public negotiation meeting; and

WHEREAS, negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties and this Agreement incorporates the results of such negotiations; and

WHEREAS, Operator desires to lease the Premises from the City for the purpose of operating the Snack Bar; and

WHEREAS, the Parties have agreed that the City will procure the equipment identified in **Exhibit D** (the "Equipment"), as an Equipment Advance (a prepayment for equipment procurement) in an amount not to exceed Twenty Thousand Dollars ($20,000.00). The City shall retain sole discretion in the selection of vendors, contractors, and procurement methods, based on its procurement policy, provided that the equipment procured substantially conforms to meet the needs of the Operator's ability to serve the public.

WHEREAS, the City and Operator wish to enter into this Agreement to establish the terms and conditions under which Operator will lease and operate the Snack Bar, including provisions for the repayment of funds provided for the purchase of equipment, in accordance with all applicable Florida laws governing municipal contracts; and

WHEREAS, the Parties have agreed to attach and incorporate into this Agreement the following Exhibits, each of which is made a part hereof as though fully set forth herein: Exhibit A – [Location Image]; Exhibit B – [RFP 25-032R Snack Bar Concessionaire Boynton Beach Ocean Front Park]; Exhibit C – [Ocean Front Park - Dope Vegan Presentation]; Exhibit D [Equipment To Be Procured]; Exhibit E [Equipment Repayment Due Date Schedule]; and Exhibit F [Approved Menu]; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEASE OF PROPERTY

1.1 Lease Grant

The City hereby leases to Operator, and Operator hereby leases from the City, the Premises for the Term (as defined below), subject to the terms and conditions set forth in this Agreement.

1.2 Premises

The leased premises (the "Premises") consist of the Snack Bar located at Oceanfront Park, 6415 North Ocean Boulevard, Ocean Ridge, FL

1.3 Condition of Premises

Operator acknowledges that it has inspected the Premises and accepts the Premises in their current "AS IS" condition.

1.4 Public Purpose and Benefit

The Parties acknowledge that the Snack Bar is a public facility owned by the City and that this Agreement is intended to further the public interest by ensuring high-quality concession services are available to park visitors and beachgoers. The Snack Bar shall operate in a manner consistent

with this public purpose, maintaining the premises in a clean, safe, and welcoming condition, while managing the Snack Bar efficiently to meet the needs of the community and enhance the overall Ocean Front Park experience.

2. TERM, RENEWAL, AND TERMINATION

2.1 Initial Term

This Agreement shall become effective upon full execution by the Parties, and the initial term will remain in effect for a period of **FOUR (4)** years, from the date identified in a notice to proceed issued by the City to Operator (the "Commencement Date") and ending four years after issuance of same (the "Initial Term"), unless earlier terminated as provided herein.

2.2 Renewal Options

Provided that Operator is not in default under this Agreement, the Parties shall have the option to renew this Agreement for **ONE (1)** additional period of **FOUR (4)** years ("Renewal Term") on the same terms and conditions as set forth herein, except for adjustments to the Base Rent as provided in Section 3.1. The Parties must enter into a written amendment to exercise the renewal option. If Operator does not intend to agree to the exercise of a renewal option, it must provide the City with at least 180 days' written notice prior to the expiration of the then-current term.

2.3 Term

As used herein, "Term" shall mean the Initial Term and any Renewal Term exercised by the Parties.

2.4 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 thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period") (except as otherwise provided in this Agreement, including Section 5.11 and 13.1). The party in breach may, within the Cure Period, request an extension to the Cure Period for a reasonable time if such party demonstrates best efforts to cure such breach. In no event shall the total Cure Period, including any extension, exceed ninety (90) days without the written consent of the aggrieved party. This Agreement may be terminated for cause as provided for herein for reasons including, but not limited to, Operator's repeated (whether negligent or intentional) submission of false or incorrect reports, Operator's failure to perform the scope of services suitably, or failure to continuously perform the scope of services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience subject to the notice requirements of Section 2.5.

2.5 TERMINATION FOR CONVENIENCE / OTHER TERMINATION.

This Agreement may be terminated for convenience by the City upon a minimum of six (6) months' written notice to Operator. This time period may be extended to an additional thirty (30) days, at the City's sole discretion, if Operator delivers a written request to the City Manager for an extension within sixty (60) days from receipt of the initial notice. Operator's written extension request shall include sufficient explanation and documentation to allow the City to reasonably grant same. In the event that City terminates this Agreement for convenience, the City shall, within ninety (90) days following the effective date of such termination, (i) refund to Operator any prepaid Base Rent for the period after the termination date, less any Outstanding Balance of the Equipment Advance remaining unpaid as of the termination date, which the City may offset against such refund; (ii) return the Security Deposit to Operator, less any amounts properly withheld; and (iii) have no further obligation to Operator except as expressly provided in this Agreement. The foregoing shall constitute Operator's sole remedy for a termination for convenience by the City.

Operator acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience, including in the form of City's obligation to provide advance written notice to Operator of such termination in accordance with this section.

This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, City shall refund the prorated portion of Base Rent for any period after the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, including, but not limited to, repayment of the Equipment Advance, and City shall have no further obligation to Operator under this Agreement except as expressly provided herein. In addition to any termination rights stated in this Agreement, City 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 City due to Operator's failure to comply with any term(s) of this Agreement.

2.6 Notice of Termination

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the City Manager, which the City Manager deems necessary to protect the health, safety, and welfare, to protect the public health, safety, or welfare, may be a verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

3. RENT, REPAYMENT, AND CITY'S PROCUREMENT OF EQUIPMENT

3.1 Base Rent

Operator shall pay the monthly lease rent of $1,800.00 per month ("Base Rent"), due on the first day of each month during the Term as outlined below, without demand, offset, or deduction. The Parties agree that the Operator's Base Rent payment obligations under this Agreement shall be waived for the first four (4) months of the Initial Term in order to provide the Operator sufficient time to become acclimated to the operations and to hire additional staff as necessary. Rent shall increase at a rate of 5% over the Base Rent in effect during Year 4 of the Initial Term, resulting in

a monthly Base Rent of $1,890.00 for the Renewal Term. Base Rent shall remain at that adjusted rate for the full duration of the Renewal Term unless otherwise agreed in writing by the Parties.

Year	Amount
Year 1	$ 14,400.00
Year 2	$ 21,600.00
Year 3	$ 21,600.00
Year 4	$ 21,600.00

3.2 Repayment Obligations for City-Procured Equipment Described in Section 3.7

The Operator's obligation to repay the Equipment Advance, as defined in Section 3.7, is absolute, unconditional, and irrevocable. The Operator shall repay the full Outstanding Balance, described in Section 3.7, to the City in accordance with the Repayment Schedule attached as **Exhibit E**, regardless of whether the Operator's business operations are profitable, whether the Equipment operates as expected, whether any other condition, contingency, or circumstance arises, or whether this Agreement is terminated. No failure of the Equipment, adverse business conditions, acts of third parties, or events of force majeure shall excuse, defer, reduce, or eliminate the Operator's repayment obligation hereunder.

3.3 Equipment Repayment Schedule

Commencing on the first business day of each month following the Commencement Date during the Initial Term, Operator shall pay a principal installment payment of FOUR HUNDRED TWENTY DOLLARS ($420.00) without demand, offset, or deduction and on the dates set forth in the Repayment Schedule, **Exhibit E**, until such time that the Equipment Advance is paid in full.

All payments shall be made in lawful money of the United States by wire transfer, ACH, certified check, or such other method as the City may designate in writing. Payments shall be applied first to outstanding fees, late charges, and other charges if applicable, and then to principal.

3.4 Prepayment

The Operator may prepay the Outstanding Balance in whole or in part at any time without penalty, provided that any partial prepayment shall not relieve the Operator of its obligation to make subsequent scheduled installments unless the City, in its sole discretion, provides written notice of a revised payment schedule.

3.5 Late Charges

Any installment payment not received by the City within five (5) calendar days of its due date shall be subject to a late charge equal to the greater of (i) $ 40.00 or (ii) 10% of the overdue installment amount. Late charges shall be immediately due and payable and shall not constitute a waiver of any Event of Default arising from such delinquency.

3.6 Records and Audit Rights

Operator shall maintain complete and accurate books and records of all revenue and expenses related to the operation of the Premises. City shall have the right, upon reasonable notice and during normal business hours, to inspect and audit Operator's books and records.

3.7 City's Equipment Procurement Obligation

The City shall procure the equipment identified in **Exhibit D** (the "Equipment"), in an amount not to exceed TWENTY THOUSAND DOLLARS ($20,000.00) (the "Equipment Advance Cap"). The City shall use commercially reasonable efforts to complete procurement of the Equipment prior to the Commencement Date, and in no event later than 30 days following execution of this Agreement. The City shall retain sole discretion in the selection of vendors, contractors, and procurement methods for the Equipment, provided that the Equipment procured shall substantially conform to the specifications set forth in **Exhibit D** and shall be sufficient to meet the operational needs of the Snack Bar.

The City shall have no obligation to advance any amount in excess of the Equipment Advance Cap without prior written authorization executed by both Parties. The total amount advanced by the City for the Equipment, as confirmed in writing by the City upon completion of procurement, shall constitute the "Equipment Advance" and the "Outstanding Balance" for purposes of the Repayment Schedule under Section 3.3 and **Exhibit E**.

If the City is unable to procure the Equipment or any material portion thereof within **(30)** days following execution of this Agreement, the Parties shall meet and confer within ten (10) business days thereafter to agree upon a revised procurement timeline or, if the Parties cannot agree, either Party may terminate this Agreement upon written notice to the other Party without further liability, except that the City shall return the Security Deposit to Operator within thirty (30) days of such termination.

3.8 Equipment Ownership and Disposition

All Equipment, including any materials, hardware, and other tangible items purchased or otherwise procured by the City for Operator's use under this Agreement, shall remain the sole property of the City throughout the Term, except as set forth below.

If the Equipment is fully repaid prior to contract expiration or early termination, ownership of the Equipment shall automatically transfer to the Operator as of the date of final repayment, unless the Parties agree in writing to a different disposition. In such case, the restrictions in 6.1(c) and (d) cease upon such transfer of ownership.

Upon the expiration or earlier termination of this Agreement, if the Equipment Advance has not been fully repaid, Operator shall return all Equipment to the City within fifteen (15) days of the effective date of expiration or termination (the 'Equipment Return Deadline'), in good working condition, reasonable wear and tear excepted. Operator shall coordinate with the City's designated representative to arrange the logistics of return, including the location and method of delivery, no later than five (5) business days prior to the Equipment Return Deadline. If Operator fails to return the Equipment by the Equipment Return Deadline, the City shall have the right, without further notice and without liability to Operator, to enter the Premises and take immediate possession of the Equipment. Any costs incurred by the City in connection with recovering possession of the Equipment, including reasonable costs of removal, transport, and storage, shall be charged to Operator and may be deducted from the Security Deposit pursuant to Section 4.2. If the Security Deposit is insufficient to cover such costs, Operator shall pay the deficiency to the

City within thirty (30) days of written demand. The City's right to recover the Equipment under this Section shall be cumulative and in addition to all other remedies available to the City at law or in equity, including the right to recover the Outstanding Balance of the Equipment Advance.

4. SECURITY AND DAMAGE DEPOSITS

4.1 Security Deposit

Upon execution of this Agreement, Operator shall deposit with City the sum of **FIVE THOUSAND DOLLARS ($5,000.00)** as a security deposit (the "Security Deposit").

4.2 Use and Return of Security Deposit

City may use the Security Deposit to remedy any default by Operator under this Agreement, including but not limited to failure to pay rent, failure to repair damage to the Premises, failure to repay the Equipment Advance in full, or failure to leave the Premises in clean condition upon expiration or termination of this Agreement. The Security Deposit may also be applied by the City to recover costs incurred in connection with the return or repossession of Equipment pursuant to Section 3.8, including costs of removal, transport, and storage, and to satisfy any Outstanding Balance of the Equipment Advance remaining unpaid at the time of expiration or termination. Within thirty (30) days after the expiration or termination of this Agreement and Operator's vacation of the Premises, City shall return the Security Deposit to Operator, less any amounts properly withheld by City, along with an itemized statement of any amounts withheld. Notwithstanding the foregoing, if the Equipment Advance has not been fully repaid as of the date of expiration or termination, the City may retain the Security Deposit until the Outstanding Balance and any costs associated with equipment return under Section 3.8 are finally determined, and shall return any remaining balance within thirty (30) days of such determination.

5. USE OF PREMISES; OPERATIONS; BACKGROUND CHECKS

5.1 Permitted Use

Operator shall use the Premises solely for the purpose of operating a Snack Bar. Operator shall not use the Premises for any other purpose without the City's prior written consent.

5.2 Hours of Operation

Operator shall operate the Snack Bar during reasonable business hours as determined by Operator and City Staff, provided that the Snack Bar shall be open to the public for a minimum of forty (40) hours per week, subject to inclement weather and holidays. The Snack Bar shall not be open when Ocean Front Park is closed and shall vacate the Premises at the park's closing time. The City reserves the right to establish minimum operating hours to ensure adequate public access to the facility.

5.3 Public Access

Operator shall ensure that the Snack Bar is reasonably accessible to all members of the public, including City residents and non-residents, without discrimination.

5.4 Food Menu

Operator has developed and shall implement an approved menu. The initial approved menu is attached hereto as **Exhibit F** (the "Approved Menu"). Operator may modify the Approved Menu from time to time, subject to the following:

a) Minor modifications, defined as additions or substitutions of individual items that are consistent with Operator's concept, shall require written notice to the City's designated representative at least fourteen (14) days prior to implementation. Such modifications shall be deemed approved unless the City objects in writing within fourteen (14) days of receipt of notice.
b) Material modifications, defined as changes to the general nature or concept of the menu, shall require the City's prior written approval, not to be unreasonably withheld, conditioned, or delayed. The City shall respond to any written request for material modification within thirty (30) days. Failure to respond within thirty (30) days shall be deemed approval.
c) The City may request menu modifications upon reasonable written notice if required by applicable health, safety, or regulatory requirements. Operator shall implement any such required modifications within thirty (30) days of receipt of written notice.
d) Except as required by law or regulation, the City shall not require Operator to abandon or fundamentally alter the nature of Operator's menu concept, which the Parties acknowledge is a material component of this Agreement and the basis upon which Operator was selected.

5.5 Compliance with Laws

Operator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including but not limited to:

a) Obtaining and maintaining all necessary licenses, permits, and approvals;
b) Americans with Disabilities Act (ADA) requirements;
c) Florida Building Code;
d) Florida Fire Prevention Code;
e) City zoning ordinances and land development regulations;
f) Health and safety regulations; and
g) Environmental regulations.

5.6 Rules and Regulations

Operator shall comply with all applicable City rules, regulations, policies, and procedures governing the use of the Snack Bar Premises, as may be amended from time to time, and shall ensure that its employees, agents, contractors, and customers adhere to the same. Operator shall promptly address any violations by its employees, agents, or contractors upon becoming aware of such violations or upon written notice from the City. Nothing in this Section shall limit the City's right to enforce its rules and regulations directly against any individual on the Premises.

5.7 Staffing

Operator shall assign a qualified, experienced Manager ("Operations Manager") to oversee the operation of the Snack Bar Premises. Said Operations Manager or their designated agent must be at least eighteen (18) years of age and be available during Operator's approved operating hours. Operator may, at its discretion, hire a General Manager or provide supplemental training to the Operations Manager to ensure adequate planning and oversight of the Snack Bar's operations.

During hours when the Operations Manager is not present, Operator shall designate a responsible individual as Operator's authorized agent for day-to-day operations. Upon request by the City, Operator shall provide the names and contact information of its Manager(s) and designated agent(s). Operator shall make reasonable efforts to employ persons of good character and shall conduct criminal background checks in accordance with applicable law.

5.8 Quality of Services

- Operator represents that persons rendering services at the Snack Bar Premises are reasonably qualified and experienced for their respective roles. Operator shall maintain a standard of operation consistent with similar food and beverage concession operations.
- Operator's employees, agents, and contractors shall conduct themselves in a professional and courteous manner on the Premises. If the City has a reasonable objection to the conduct of any such individual and provides written notice to Operator, Operator shall take reasonable corrective action within a reasonable timeframe.
- Operator shall maintain sufficient staffing to operate the Snack Bar during its posted business hours.
- Operator shall provide prompt and efficient service reasonably adequate to meet customer demand. The City may, from time to time, provide written recommendations regarding Operator's operations; Operator shall give good-faith consideration to any such recommendations, though implementation shall remain at Operator's reasonable discretion.
- Operator's employees shall be dressed in a neat and professional manner. Operator may establish its own uniform or dress code standards, provided that employee attire is reasonably distinguishable from City employee attire.
- Operator shall ensure that music, background sound, or other noise emanating from the Premises does not unreasonably disturb adjacent areas or other users of the facility. In the event the City provides written notice that noise levels are causing a material disturbance, Operator shall take prompt, reasonable steps to address the issue.

5.9 Damage to Premises

Operator shall repair any and all damage to the Snack Bar or City's real and personal property caused by Operator, its employees, agents, subcontractors, independent contractors, patrons, and invitees. City shall repair any and all damage to the Snack Bar or City's real and personal property caused by City, its employees, agents, subcontractors, and independent contractors. Any damage to the Premises will result in the proper use of the deposit.

5.10 Inspection by City

The City shall have the authority to make periodic reasonable inspections of the Snack Bar, equipment, and operations during normal operating hours to determine if such are being maintained in a neat and orderly condition or to determine whether Operator is operating in compliance with the terms of this Agreement. All inspections shall be conducted, during normal business hours, in a manner so as not to interfere with the normal operations of the Snack Bar. The City may inform Operator of any needed actions to correct improper operations. Operator shall reasonably comply with any recommendations of the City with respect to improper or safety operational issues.

5.11 Criminal Background Screening

Operator shall perform criminal background screening as identified below on its officers, employees, agents, independent contractors, and volunteers working under this Agreement on the Premises. Further, if Operator is permitted to utilize subcontractors under this Agreement, Operator shall perform or ensure that the background screening as required below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Premises. Operator shall not be required to comply with the provisions for criminal background screening under this section for those independent vendors coming onto the Premises merely to make deliveries of goods or services for, or relating to, the Snack Bar.

Operator shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Operator on the Premises.

Operator shall maintain copies of the results of the criminal background screening required for the Term and promptly forward copies of same to City upon its request.

Operator shall be required to furnish to the City, on a monthly basis, an Affidavit, in a form approved by City, affirming the persons listed in the Affidavit have been background screened as required by this Agreement and have been deemed eligible by Operator to work at the Premises. Operator's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for Operator under this Agreement who have been background screened as required and deemed eligible to work at the Premises. In its discretion, the City may permit Operator to furnish the monthly Affidavit in an electronic format.

In the event Operator obtains or is provided supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by Operator to provide services under this Agreement, Operator shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Operator based on the requirements of this section, Operator shall immediately cease allowing the person to work at the Premises. Additionally, Operator shall be required to inform any person background screened pursuant to this section who is providing services under this Agreement, to notify Operator within forty-eight (48) hours of any arrest related to sexual misconduct that has occurred after the person was deemed eligible to work at the Premises.

Operator shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this section.

City may terminate this Agreement immediately for cause, with written notice provided to Operator, for a violation related to Operator's failure to perform the required background screening on its officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Premises. City may also terminate this Agreement immediately for cause, with written notice provided to Operator, if City determines Operator failed to ensure that its permitted subcontractors have been background screened as required in this section before performing any services under this Agreement at the Premises. Operator will not be subject to

immediate termination in the event City determines a violation of this section was outside the reasonable control of Operator and Operator has demonstrated to City compliance with the requirements of this section.

City may terminate this Agreement for cause if Operator fails to provide the monthly Affidavit to City as provided above, and Operator does not cure said breach within five (5) days of written notice provided to Operator by City in accordance with the "Notices" section of this Agreement.

6. MAINTENANCE AND REPAIRS

6.1 Operator's Obligations

Operator shall, at its sole cost and expense, keep and maintain the Premises in good condition and repair, including but not limited to:

a) Regular maintenance of all Equipment whose purchase was advanced by the City of Boynton Beach,
b) Make all necessary repairs and replacements to the Premises or equipment promptly,
c) Operator shall not modify, alter, or make additions to the Equipment without the City's prior written consent,
d) The Operator shall not permit any lien, claim, or encumbrance to be placed upon the Equipment, and
e) Operator shall comply with all applicable laws, ordinances, and regulations governing the use and operation of the Equipment.

7. UTILITIES AND SERVICES

7.1 Operator's Responsibility

Operator shall pay for all utilities and services supplied to the Premises, including but not limited to electricity, gas, water, sewer, telephone, internet, cable/satellite television, security systems, and trash collection.

7.2 Interruption of Services

City shall not be liable for any interruption or failure of utility services to the Premises unless such interruption or failure is caused by City's negligence or willful misconduct.

8. PAYMENT OF TAXES AND OBLIGATIONS

8.1 Real Property and Business Taxes

City shall pay all real property taxes and assessments levied against the Property. If real property taxes increase due to Operator's specific use of the Premises or improvements made by Operator, Operator shall pay the amount of such increase. Operator shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Snack Bar under this Agreement, including but not limited to the Snack Bar-related improvements made by Operator; provided, however, that Operator shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes and/or other costs.

8.2 Sales and Use Taxes

Operator shall be liable for the prevailing state of Florida Sales and Use Tax imposed on rent payable to City under this Agreement. This tax shall be calculated in addition to and not incorporated into the monthly rent. Operator shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement, including all taxes assessed against Operator's personal property, trade fixtures, and equipment located on the Premises. The Parties acknowledge that the equipment advance repayment installments payable under Section 3.3 are intended to constitute repayment of a principal advance and not additional rent or consideration for the lease of the Premises. Notwithstanding the foregoing, if any taxing authority determines that such repayment installments are subject to Florida Sales and Use Tax or any other tax, Operator shall be solely responsible for any such tax, interest, or penalty assessed thereon.

8.3 Other Obligations

Operator shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Operator for its operations and performance under this Agreement. Operator shall be responsible for paying its approved contractors, subcontractors, and suppliers hired to perform any Snack Bar-related improvements for work performed or for supplies, equipment, or materials transacted, any undisputed amount within thirty (30) calendar days following receipt of appropriate invoices for such work or supplies, upon completion of same. Operator shall take such action necessary to resolve any amounts in dispute.

9. INSURANCE

9.1 Operator's Insurance

Operator shall, at its sole cost and expense, maintain the following insurance coverage throughout the Term:

a) Commercial General Liability Insurance with limits of not less than One Million Dollars $1,000,000 per occurrence and Three Million Dollars ($3,000,000) aggregate;
b) Property Insurance covering Operator's personal property, trade fixtures, and equipment, and the City procured Equipment in limits approved by the City's Risk Manager;
c) Business Interruption Insurance with coverage of not less than twelve (12) months of projected gross revenue/profit, and in any event no less than $1,000,000;
d) Workers' Compensation Insurance as required by law;
e) Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) combined single limit;
f) Employment Practices Liability Insurance with limits of not less than One Million Dollars ($1,000,000); and
g) Cyber Liability Insurance with limits of not less than One Million Dollars ($1,000,000) (if Operator collects personal information through websites, mobile applications, or other digital platforms).

9.2 City's Insurance

The City shall maintain property insurance covering the buildings and permanent improvements on the Property, and commercial general liability insurance with respect to the City's ownership of the Property, in accordance with the City's standard insurance program and risk management policies. The Parties acknowledge that Operator is responsible for insuring the Equipment at all

times throughout the Term of this Agreement. The Parties acknowledge that the City may be self-insured.

9.3 Policy Requirements

All insurance policies required under this Agreement shall:

a) Name the City as an additional insured on all liability policies (except for Workers' Compensation Insurance);
b) Provide that the policy cannot be canceled or materially modified without at least thirty (30) days' prior written notice to the City;
c) Include a waiver of subrogation in favor of the City;
d) Be primary and non-contributory with respect to any insurance or self-insurance programs maintained by the City; and
e) Be issued by insurance companies licensed to do business in the State of Florida with a financial rating of at least A-VII in the most recent edition of Best's Insurance Reports.

9.4 Certificates of Insurance

Operator shall provide the City with certificates of insurance evidencing the required coverage prior to the Commencement Date and upon renewal of any policy. The certificates shall reference this Agreement and confirm compliance with all requirements specified herein. If requested by the City, Operator shall provide complete copies of any required insurance policies.

9.5 Waiver of Subrogation

Each Party hereby waives any right of recovery against the other Party for any loss or damage covered by insurance, regardless of whether such loss or damage is caused by the negligence of the other Party. Each Party shall obtain endorsements to its insurance policies as needed to effectuate this waiver of subrogation.

9.6 Compliance with Florida Statutes

Operator's insurance shall comply with all requirements of Section 768.28, Florida Statutes, and other applicable laws regarding insurance for contracts with governmental entities in Florida. Operator acknowledges that the City, as a governmental entity, is entitled to sovereign immunity protections and limitations of liability as set forth in Section 768.28, Florida Statutes.

10. INDEMNIFICATION

Operator shall indemnify, defend, and hold harmless City and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Operator's use or occupancy of the Premises; (b) any breach or default by Operator under this Agreement; (c) any negligent or willful act or omission of Operator or its employees, agents, contractors, or invitees; or (d) any injury to person or property occurring on the Premises, except to the extent caused by City's negligence or willful misconduct. Operator shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

11. ALTERATIONS AND IMPROVEMENTS

11.1 Operator's Right to Make Alterations

Operator may make non-structural alterations, additions, or improvements to the Premises with City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any alterations, additions, or improvements shall require City's prior written approval of the plans and specifications.

11.2 Ownership of Improvements

All alterations, additions, and improvements made by Operator shall become the property of City upon expiration or termination of this Agreement, unless City requires Operator to remove them as provided in Section 11.3.

11.3 Removal of Improvements

Upon expiration or termination of this Agreement, City may require Operator to remove any alterations, additions, or improvements made by Operator and to restore the Premises to their original condition, reasonable wear and tear excepted. City shall notify Operator of any such requirement at least thirty (30) days prior to the expiration or termination date.

11.4 Trade Fixtures

Operator may install trade fixtures, equipment, and personal property on the Premises, which shall remain Operator's property and may be removed by Operator at any time, provided that Operator repairs any damage caused by such removal.

12. ASSIGNMENT AND SUBLETTING

12.1 Prohibition on Assignment and Subletting

Operator shall not assign this Agreement, sublet all or any part of the Premises, or permit any other person or entity to use or occupy all or any part of the Premises, without City's prior written consent, which may be withheld in City's sole discretion.

12.2 Change of Control

Any change in the ownership or control of Operator that results in a change in the majority ownership or control of Operator shall be deemed an assignment requiring City's consent under Section 12.1.

12.3 No Release of Operator

No assignment or subletting, even with City's consent, shall release Operator from its obligations under this Agreement.

13. DEFAULT AND REMEDIES

13.1 Operator's Default

Each of the following shall constitute a default by Operator under this Agreement:

a) Failure to pay any Base Rent, Repayment Obligation, or other sum due under this Agreement within five (5) days after the due date. For the avoidance of doubt, the accrual of a late charge under Section 3.5 shall not preclude the City from simultaneously declaring a default under this Section;
b) Failure to perform or observe any other covenant, term, or condition of this Agreement, which failure continues for fifteen (15) days after written notice from City (or such longer period as may be reasonably necessary if the failure cannot be cured within fifteen (15) days, provided that Operator commences the cure within the fifteen-day period and diligently pursues it to completion);
c) Abandonment or vacation of the Premises for more than fifteen (15) consecutive days, without City's approval;
d) Filing of a petition for bankruptcy, insolvency, or reorganization by or against Operator (unless, in the case of a petition filed against Operator, it is dismissed within sixty (60) days);
e) Appointment of a receiver or trustee for all or substantially all of Operator's assets; or
f) Making an assignment for the benefit of creditors.

13.2 City's Remedies

Upon the occurrence of any default by Operator, City may exercise any one or more of the following remedies without limiting any other right or remedy available to City at law or in equity:

a) Terminate this Agreement by written notice to Operator, in which case Operator shall immediately surrender the Premises to City;
b) Enter upon and take possession of the Premises without terminating this Agreement and without being liable for prosecution or any claim for damages;
c) Collect rent from any sublessee and apply it to the amounts due from Operator;
d) Perform any obligation of Operator under this Agreement and charge the cost thereof to Operator, plus interest at the rate of five percent (5%) per annum from the date of payment by City; or
e) Pursue any other remedy available at law or in equity.

13.3 City's Default

City shall be in default under this Agreement if City fails to perform or observe any covenant, term, or condition of this Agreement, which failure continues for thirty (30) days after written notice from Operator (or such longer period as may be reasonably necessary if the failure cannot be cured within thirty (30) days, provided that City commences the cure within the thirty-day period and diligently pursues it to completion).

13.4 Operator's Remedies

Upon the occurrence of any default by City, Operator may exercise any one or more of the following remedies, without limiting any other right or remedy available to Operator at law or in equity:

a) Terminate this Agreement by written notice to City; or
b) Pursue any other remedy available at law or in equity.

13.5 Mitigation of Damages

Both Parties shall use reasonable efforts to mitigate their damages in the event of a default by the other Party.

14. SURRENDER OF PREMISES

14.1 Condition of Premises

Upon the expiration or earlier termination of this Agreement, Operator shall surrender the Premises to City in good condition and repair, reasonable wear and tear excepted, and shall remove all of Operator's personal property, trade fixtures, and equipment. For the avoidance of doubt, City-owned Equipment subject to Section 3.8 shall be handled in accordance with that Section and shall not be removed by Operator without the City's prior written consent.

14.2 Holdover

If Operator remains in possession of the Premises after the expiration or earlier termination of this Agreement without City's consent, Operator shall be deemed a tenant at sufferance and shall pay rent at the rate of One Hundred Fifty (150%) of the sum of the Base Rent. Such holdover shall not constitute a renewal or extension of this Agreement.

15. NOTICES

All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

With a copy to:
City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

If to Operator:

Rhona Nain, Owner
100 Sansbury Way, Suite 108
West Palm Beach, Florida 33411

Either Party may change its address for notices by written notice to the other Party.

16. COMPLIANCE

16.1 Public Records Compliance

Operator acknowledges that this Agreement and all documents related to it are subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Operator shall:

A) Keep and maintain public records required by the City to perform the services under this Agreement;

B) Upon request from the City's custodian of public records, provide the City 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, 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 and following completion of the Agreement if Operator 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 possession of Operator or keep and maintain public records required by the City to perform the service. If Operator transfers all public records to the City upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator shall meet all applicable requirements for retaining public records.

E) **IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435,
561-742-6060
CITYCLERK@BBFL.US

16.2 Quarterly Reports

Operator shall provide the City with a written quarterly report, due by the fifteenth (15th) day of each quarter of the year, covering the preceding calendar quarter. Each quarterly report shall include, at minimum: (a) a summary of gross revenues generated from Snack Bar operations; (b) the number of days and hours the Snack Bar was open to the public; (c) any material incidents, complaints, or safety concerns arising at the Premises; and (d) a status update on any outstanding maintenance, repair, or compliance items. The City may, upon reasonable written notice, modify the required content of the quarterly reports to address evolving operational or compliance needs.

16.3 E-Verify Compliance

Operator shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat., shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than Twenty (20) calendar days after the termination date. If this Agreement is terminated for a violation of the statute by the Operator, Operator may not be awarded a public contract for a period of one (1) year after the date of termination.

16.4 No Contingent Fees

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

16.5 Conflict of Interest

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required under this Agreement. Operator further represents that no person having any such interest shall be employed by Operator during the Term. Operator shall promptly notify the City in writing of any potential conflicts of interest for any prospective business association, interest, or other circumstances that may influence or appear to influence Operator's judgment or the quality of services being provided hereunder.

16.6 Non-Discrimination

Operator shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Operator shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, age, national origin, marital status, disability, sexual orientation, gender identity or expression, or any other characteristic protected by law.

16.7 Compliance with Employment and Labor Laws

Operator shall comply with all applicable federal, state, and local employment and labor laws, including but not limited to:

a) Fair Labor Standards Act;
b) Equal Pay Act;
c) Civil Rights Act of 1964;
d) Americans with Disabilities Act;
e) Age Discrimination in Employment Act;
f) Family and Medical Leave Act; and
g) Florida Civil Rights Act.

16.8 Scrutinized Companies

By executing this Agreement, Operator certifies that Operator is not participating in a boycott of Israel. The Operator further certifies that Operator is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has Operator been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Operator of the City's determination concerning the false certification. The Operator shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Operator shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Operator does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16.9 Anti-Human Trafficking

On or before the effective date of this Agreement, Operator shall provide City with an affidavit attesting that the Operator does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

16.10 Countries of Concern

The Operator represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

16.11 Public Entity Crime Act

Operator 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. Operator 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 Operator has been placed on the convicted vendor list.

16.12 Entities of Foreign Concern

The provisions of this section apply only if Operator or any subcontractor will have access to an individual's personal identifying information under this Agreement. Operator represents and certifies: (i) Operator 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 Operator; and (iii) Operator 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, Operator and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. 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.

17. ADDITIONAL PROVISIONS

17.1 Competitive Bidding Acknowledgment

Operator acknowledges that this Agreement has been awarded in compliance with applicable procurement laws and the City's procurement ordinances and policies. The City represents that all required competitive bidding or other procurement procedures have been properly followed in connection with the award of this Agreement.

17.2 Compliance with Section 255.05, Florida Statutes

For any improvements or construction work exceeding Two Hundred Thousand Dollars ($200,000.00), Operator shall comply with the public construction bond requirements of Section 255.05, Florida Statutes.

17.3 Compliance with Section 287.0582, Florida Statutes

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Commission.

17.4 Local Business Preference

Operator shall, to the extent permitted by applicable law, utilize local businesses, contractors, and suppliers in the performance of its obligations under this Agreement.

18. MISCELLANEOUS LEGAL PROVISIONS

18.1 Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding.

18.2 Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

18.3 Sovereign Immunity

Nothing contained in this Agreement shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the City or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City beyond the waiver provided in Section 768.28, Florida Statutes. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the City's limits of liability as set forth in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18.4 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18.5 No Third-Party Beneficiaries

Except as expressly provided herein, nothing in this Agreement is intended to benefit any third party, nor shall any term, provision, covenant, or condition of this Agreement be construed to create any rights in any person or entity not a party to this Agreement.

18.6 Entire Agreement

This Agreement constitutes the entire agreement between the City and the Operator with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the Parties' mutual agreement set forth in writing and signed by the Parties.

18.7 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. City'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 as a modification of this

Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

18.8 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by force majeure events beyond the reasonable control of such Party, including but not limited to acts of God, hurricane, tornado, fire, flood, earthquake, explosion, war, terrorism, riot, civil disorder, act of any government body, or other similar causes. The Party affected by such force majeure event shall notify the other Party within a reasonable time of the commencement and termination of the force majeure event. The time for performance shall be extended for a period equal to the duration of the force majeure event, provided that if such period exceeds ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party. Notwithstanding the foregoing, the force majeure provisions of this Section shall not apply to, and shall not excuse, defer, reduce, or eliminate Operator's obligation to repay the Equipment Advance under Section 3.2, which obligation is absolute, unconditional, and irrevocable as set forth therein.

18.9 Counterparts

This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document.

18.10 Time of Essence

Time is of the essence in the performance of all obligations under this Agreement.

18.11 Survival

Any provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination and shall remain in effect until all obligations are satisfied.

18.12 Amendments

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

18.13 Headings

The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

18.14 No Construction Against Drafter

The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

18.15 No Lien

The Operator shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Operator.

18.16 Independent Contractor

The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Operator is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Operator shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

18.17 Attorney's Fees

If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

18.18 Representation of Authority

Operator represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Operator and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Operator has with any third party or violates applicable law. Operator further represents and warrants that execution of this Agreement is within Operator's legal powers, and each individual executing this Agreement on behalf of Operator is duly authorized by all necessary and appropriate action to do so on behalf of Operator and does so with full legal authority.

18.19 Regulatory Capacity

Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

18.20 Limitation of Liability

Notwithstanding any provision of the Agreement to which it is applicable, in no event shall City be liable to Operator for punitive or exemplary damages, lost profits, or consequential damages.

(Signatures on following page)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA	**OPERATOR**
_____	_____
Rebecca Shelton, Mayor	(Signature)
	Rhona Nain
	Print Name of Authorized Official
	CEO
	Title
Approved as to Form:	
_____	
Shawna G. Lamb, City Attorney	(Corporate Seal)
	Attest/Authenticated:
Attested/Authenticated:	_____
	(Signature), Witness
_____	_____
Tammy Stanzione, Interim City Clerk	Print Name

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 2024 by Patrina Newkirk on behalf of Rhona Nain, a _____. He/she is personally known to me or has produced FL DL as identification.

Patrina L. Newkirk
NOTARY PUBLIC

PATRINA L. NEWKIRK
Commission # HH 612955
Expires November 17, 2028

Patrina L. Newkirk
(Name of Notary Typed, Printed or Stamped)

Notary
Title or Rank

Serial number, if any

EXHIBIT E – EQUIPMENT REPAYMENT DUE DATE SCHEDULE
[TO BE ATTACHED PRIOR TO EXECUTION – Repayment schedule reflecting monthly installments of $420.00 commencing on the first business day of each month of the Term, consistent with Section 3.3]

EXHIBIT A **LOCATION IMAGE**





EXHIBIT B

REQUEST FOR PROPOSALS (RFP)

SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

PUBLISH DATE:	ALL QUESTIONS DUE:
October 6, 2025	October 22, 2025 by 5:00 PM
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	**PROPOSAL DUE AND OPENING DATE:**
October 14, 2025 at 10:00 AM	October 31, 2025 at 3:00 PM

Location:
CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

Where to Deliver Proposal
Boynton-beach.bidsandtenders.net

bids&tenders Online Submission Only

Advertisement Date: October 6, 2025

REQUEST FOR PROPOSALS
SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT)
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NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
FOR
SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT)
(Concessionaire or Operator)

RFP No. 25-032R

Electronic Sealed proposal packages submittals for this Request for Proposal (RFPs) shall be received by the e-procurement system up until **October 31, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (120) days after such date and time.

All Sealed proposal packages Submittals received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

INTRODUCTION:

The City of Boynton Beach is inviting creative and innovative proposals for the operation of the Snack Bar Concessionaire at Boynton Beach Oceanfront Park. Through this Term Contract Request for Proposal (RFP), the City seeks to enhance the visitor experience by partnering with forward-thinking concessionaires who can bring fresh, dynamic concepts that reflect the park's scenic beachfront setting. The goal is to offer high-quality food and beverage options that appeal to a wide range of beachgoers while fostering a welcoming, family-friendly atmosphere. Applicants are encouraged to propose ideas that emphasize sustainability, community engagement, and exceptional service, ensuring that the park remains a premier destination for both residents and visitors.

Boynton Beach Oceanfront Park, located at 6415 North Ocean Boulevard in Ocean Ridge, Florida, 33435, averages approximately 17,500 patrons per month. The awarded concessionaire will be responsible for supplying and operating food and beverage services within the snack bar facility under a four-year contract, with the option for one additional four-year renewal unless terminated earlier. Throughout the contract term, the concessionaire will be expected to provide consistent, customer-oriented service, offering quality food and beverage items at reasonable rates and with prompt, courteous service.

Under the Scope of Services, the City is seeking proposals from qualified concessionaires with the experience and capability to successfully operate this facility. The successful proposer, referred to as the Concessionaire or Operator, will play a key role in delivering a snack bar that not only meets operational standards but also contributes to the vibrancy and appeal of Boynton Beach Oceanfront Park.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference and Site Visit is scheduled for **October 14, 2025**, at 10:00 AM and will be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Immediately following conference, there may be Site Visits and attendee, may visit the City's Concessioner Building. Please note that this Pre-Proposal Conference meeting will be recorded, however

all parties interested in submitting a Sealed proposal packages for this term contract should plan to attend this Meeting and potential Site Visit.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

Sealed proposal packages must be received electronically via the City's encrypted procurement management system, bids&tenders™ on or before the date and time referenced above. Any Sealed proposal packages received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal Bid is received will be resolved against the Proposer.

If any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate. No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, response and shall remain in effect until the City Commission awards or approves a contract, the City rejects all responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, or any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Division Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals, or replies.

CITY OF BOYNTON BEACH

SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The Proposer's qualifications, experience, and price will be factors in the evaluation. Price is not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award. This procurement methodology includes a provision for the negotiation of best and final offers.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section IV.

PURCHASING DIVISION

Our Purpose: **The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.**

Our Mission Statement: *We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Concessionaire or Operator "
The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

"Contract Administrator"
The City's authorized Contract representative.

"Defective"
An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Effective Date of the Agreement
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"
City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"
Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"
A written notice given by the City to the Consultant fixing the date on which the contract time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"
The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"
Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"
A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The Proposer's qualifications, experience, and price will be factors in the evaluation. Price is not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award. This procurement methodology includes a provision for the negotiation of best and final offers..

"Sub-Operator"
Any person, firm, entity, or organization, other than the employees of the Concessionaire or Operator, who contracts with the Concessionaire or Operator to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Concessionaire or Operator.

"Responsible Proposer"
This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"
This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"
A written amendment of the Contract Documents, signed by the City and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"
Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"
All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The Proposer's qualifications, experience, and price will be factors in the evaluation. Price is not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award. This procurement methodology includes a provision for the negotiation of best and final offers.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.2 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.

B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.

C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.

D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.3 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.4 ELIGIBILITY OF PROPOSER

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.5 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.
B. The City is not required to award any jobs to a Consultant based solely on their lowest e-submission price.
C. Awards will be based on past performance and quality of work in addition to the Consultant's RFP response.
D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.
E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.6 PRE-PROPOSAL CONFERENCE

The City will hold a In Person and Virtual , non-mandatory pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st and 2nd page of this document.

1.7 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental

instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.

D. No verbal interpretations may be relied upon.

E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.

F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.

G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.

H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.

I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.

J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

K. Late Submittal Responses are not permitted by the e-procurement system.

L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.

M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.8 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.9 SUBMISSION OF THE PROPOSAL

A. The City’s e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.

B. **Hardcopy submissions are not permitted.**

C. Electronic Request for Proposals for this solicitation shall be received by the City’s e-procurement system no later than the time outlined on page #1 of this solicitation.

D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.

E. All proposals shall be submitted in English.

F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.10 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.11 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.12 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.13 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.14 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.15 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.16 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.17 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
    a. Statement of Work
    b. Price Proposal
    c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.18 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.
B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.19 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.20 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under “Public Entity Crimes.”
C. Not completing all required forms outlined in Section III 3.4 F.

1.21 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.22 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the “Submit a Question” button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.23 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services

at no additional cost to the City.

D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.

E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

F. Failure to meet this requirement shall be considered a default of the Agreement.

1.24 SUB-CONSULTING

A. If a Proposer utilizes sub-consultants for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-consultant and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-operator will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.25 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.26 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.27 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of

any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.28 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.29 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.30 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.31 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.32 LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds the otherwise lowest responsive, responsible proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion. If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.33 AWARD OF LEASE AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own

attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.34 SIGNING OF AGREEMENT:

A Contract will be presented to the Operator. Within ten (10) calendar days after the award letter is issued, the Operator should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Operator. At times, a purchase order will be issued in lieu of a formal agreement.

SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

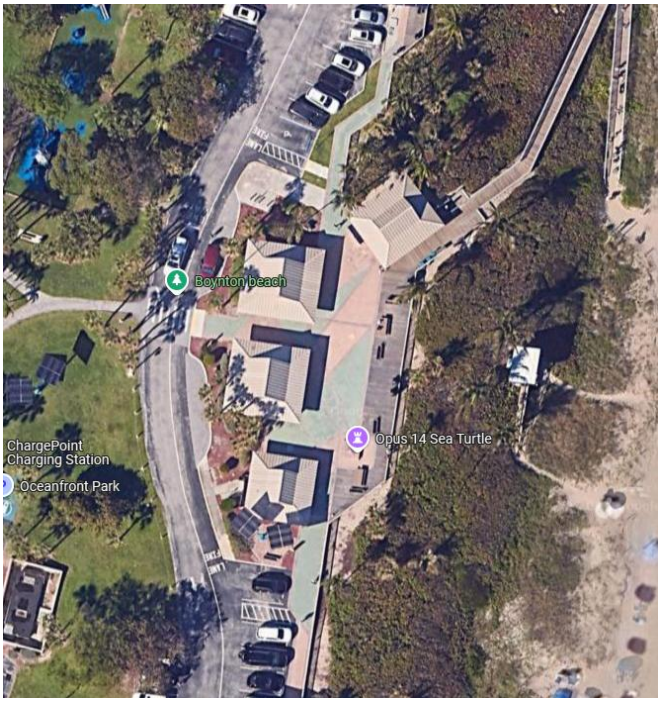
A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The Proposer's qualifications, experience, and price will be factors in the evaluation. Price is usually not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award.

SECTION II – SCOPE OF WORK (SERVICES)

2.1 BACKGROUND

The City of Boynton Beach "City" Oceanfront Park, 6415 North Ocean Boulevard, Ocean Ridge, FL, averages 17,500 monthly patrons. The City is actively seeking creative and innovative solutions for the operation of the Snack Bar Concessionaire at Boynton Beach Oceanfront Park through a Term Contract Request for Proposal (RFP). As part of our commitment to enhancing the visitor experience, the City invites experienced and forward-thinking concessionaires to propose fresh, dynamic ideas that align with the park's scenic beachfront setting. The goal is to provide high-quality food and beverage offerings that cater to a diverse range of beachgoers while fostering an inviting, family-friendly atmosphere.

The City encourages applicants to bring unique concepts that embrace sustainability, community engagement, and exceptional service, ensuring the beach remains a top destination for both locals and visitors alike. The awarded concessionaire will supply and operate the food and beverage services within the snack bar facility for a period of **FOUR (4)** years with an additional **FOUR (4)** year renewal unless terminated earlier.



The successful proposer will be referred to as Concessionaire or Operator.

2.2 MINIMUM QUALIFICATIONS OF PROPOSER

Proposals will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-operators proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications outlined in SECTION III – SUBMISSION OF PROPOSALS. The City will use this information, along with any other data, to determine whether the responder is qualified to provide the service to the City.

The Proposer shall have a minimum of two (2) years of verifiable experience, within the past ten (10) years, in the business of providing food services to the general public.

Proposer must provide a Certified Food Protection Manager, that is onsite at all times, with current certification on file and renewed every five years

Proposer must ensure all staff maintain valid food handling and hygiene certifications, with proof provided to the City with the proposal submission.

Health and Safety History Requirement

The Proposer shall not have owned, operated, or managed any food handling business that has been closed, shut down, or otherwise penalized by the County Health Department or any other regulatory agency.

The Proposer shall maintain a clean record of compliance with all health and safety regulations, with no suspensions, revocations, or terminations of permits or licenses related to food handling.

2.3 COMPLIANCE VERIFICATION

To demonstrate compliance, the Proposer shall submit copies of valid business licenses, health permits, or equivalent documentation evidencing food service operations during the referenced period. The City reserves the right to request additional documentation, such as references, tax records, or corporate filings, to verify the Proposer's qualifications.

2.4 SCOPE OF SERVICES FOR CONCESSIONAIRE AT BOYNTON BEACH OCEANFRONT PARK

The City wishes to provide the public with quality food and beverages, and healthy choices offered with excellent service at reasonable rates on a consistent basis. The awarded Concessionaire will provide a customer-oriented snack bar, providing prompt and courteous service.

1. **SNACK BAR HOURS OF OPERATION:**
   - **A.** Seven Days a Week - Monday through Sunday – Proposer to propose times to the City (weather permitting)
   - **B.** Extended hours at the discretion of the Concessionaire.
   - **C.** Operator or Concessionaire will be required to close the Snack Bar during impending hurricanes/storms, as determined by the City.

2. OBLIGATIONS OF OCEANFRONT PARK AND THE CITY OF BOYNTON BEACH:

The City shall provide the following:

A. Monthly general pest control for building
B. Metal Container for trash and recyclables
C. Waste Hauling
D. Landscaping of Facility
E. Snack Bar 20' x 14' (280 sq. ft)
F. Building Repairs (including Air Conditioning unit)
G. Annual Review of Permits, Licenses and Insurance
H. The City will not operate any competing concessions at Oceanfront Park.

3. OBLIGATIONS OF THE CONCESSIONAIRE/OPERATOR:

The Concessionaire will be responsible for providing food and beverage services at Boynton Beach Oceanfront Park in accordance with the terms and conditions outlined in the contract. The services include, but are not limited to, the following responsibilities:

A. OPERATION AND MANAGEMENT:

a. The Operator shall obtain a business sales tax license from the Town of Ocean Ridge and shall be responsible for payment of the applicable fee, currently established at thirty-five dollars ($35.00), or as may be amended from time to time.
b. The Concessionaire shall provide all working capital, additional operating equipment, and inventory necessary to effectively manage the Snack Bar.
c. The Concessionaire shall be responsible for water, sewer and electrical utilities.
d. The Concessionaire shall be responsible for meeting all federal, state and local regulations regarding food sanitation.
e. The Concessionaire will be responsible for keeping the Snack Bar and kitchen clean and free of debris daily.
f. Operate the snack bar or food stand on a daily basis, adhering to the park's operating hours as defined in the contract.
g. Ensure the concession area is maintained in a clean, safe, and sanitary condition at all times, including all food prep areas, seating, and surrounding spaces.
h. Provide trained, professional staff to manage the concession and ensure exceptional customer service to the visitors.
i. The Concessionaire will be responsible for bringing their recyclables and trash to the designated dumpsters daily. Boxes are to be broken down before disposal.
j. Concessionaire shall have a point-of-sale (POS) system approved by the City.
k. Submittal of monthly reports with receipts as backup.
l. Concessionaire shall accept cash and credit cards for payment and track all transactions to present this information to the City on a monthly basis.

B. MENU DEVELOPMENT AND OFFERINGS:

a. Develop a diverse menu that appeals to a broad range of beach visitors, including healthy and allergy-friendly options.
b. Offer food and beverage options that are in compliance with all relevant health and safety regulations.
c. Regularly update the menu to reflect seasonal items, local preferences, and trends in the food service industry.
d. All personnel needed for the operation of the Snack Bar
e. All repairs needed to Operator-owned equipment.
f. Proposer shall provide all snack bar supplies, including food, beverages, paper products, and plastic products, and cleaning supplies, plates, cups, bowls, pots, pans, storage containers, utensils, and other necessary food-services-related supplies.
g. Proposer shall provide Any cooking and refrigeration equipment, microwave, ovens, toasters, blenders, etc.
h. Proposers shall submit a written sample menu with the proposal submittal of all products offered with a description of each item including nutritional facts.
i. The evaluation committee reserves the right to “taste test” all items to ensure quality for the patrons of the beach.
j. The proposed Menu should highlight all food and beverage items having high nutritional qualities, such as “sugar-free”, “low sugar”, “low calorie”, “organic”, “fat-free”, “low fat”, “non-GMO”, “cholesterol-free”, “low cholesterol”, “no trans fat”, etc
k. Any signs and advertising materials (subject to the approval of the Recreation & Parks Director or designee.
l. Concessionaire may offer non-consumables for sale i.e., sunscreen lotion, towels, hats, beach toys, etc. with the written approval of the Recreation & Parks Director. No alcohol or tobacco products may be offered for sale.

C. FOOD PRODUCTS:

a. All food, drinks, beverages, confectionery and snacks, sold or kept for sale, shall be of First Quality and conform in all respects to federal, state, and municipal laws, ordinances and regulations.
b. *“First Quality” shall mean goods that are new, fresh, wholesome, free from defects or deterioration, of merchantable grade, and in full compliance with all applicable federal, state, and municipal laws, ordinances, and regulations. Such goods shall not include surplus, seconds, damaged, expired, or substandard items.*
c. No imitation adulterated or misbranded article shall be sold or kept for sale. All products kept on hand shall be stored and handled with due regard for sanitation.
d. Concessionaire shall utilize brand products, i.e., Starbucks, Pepsi, Coca Cola, etc.
e. Concessionaire will be responsible for the purchase, inventory and security of all products offered for sale in the Snack Bar.

f. Delivery of food, beverages, and supplies will be arranged so as not to create congestion or undue interference in Beach traffic.
g. All edible items for sale must be clearly marked with an expiration date.

D. PROPOSED MENU

The City plans to review the menus provided by each proposer. The City would like the proposers to consider the following food items when creating a menu:

a. Fruit and yogurt smoothies
b. Locally caught Fish (Catch of the day)
c. Local Florida Fruits
d. Tacos
e. Sandwiches, wraps
f. Salads of all varieties
g. Pizza
h. Hamburgers and Hot Dogs
i. Baked goods
j. Snacks (chips, peanuts, pretzels, candy, granola/energy bars, etc.)
k. Beverages

E. INVENTORY AND STOCK MANAGEMENT:

a. Operator shall maintain sufficient inventory of all necessary supplies and food items, ensuring timely restocking and freshness of ingredients.
b. Manage inventory to prevent waste, loss, or spoilage and ensure proper storage and handling of food products in accordance with local health codes.
c. In accordance with Chapter 15, Article XIV of the City Code, the Concessionaire/Operator shall not:
   - Sell, use, provide food in, or offer the use of Polystyrene Foam (aka “Styrofoam”) Food Ware or Unencapsulated Polystyrene Foam Products in City Facilities or on City Property (with the exception of prepackaged foods that have been filled and sealed prior to receipt by the Concessionaire/Operator, including products used for the storage of raw meat, pork, poultry, eggs, fish, and seafood).
   - Use City funds to purchase Polystyrene Foam Food Ware or Unencapsulated Polystyrene Foam Products.
   - Sell, use or offer the use of Balloons or Confetti in any outdoor area of City Property.

F. CONCESSION PERSONNEL:

a. The Concessionaire will provide the concession employees, and supervise and compensate the operator’s employees. The Concessionaire shall at all times be an independent contractor and shall not be an employee of the City of Boynton Beach.
b. The Lease Agreement shall not in any way create or form a partnership or joint venture with the City of Boynton Beach. No agent, servant or employee of the Concessionaire shall under any

circumstances be deemed an agent, servant or employee of the City.

c. Concessionaire's staff shall be dressed neatly, and in clean and appropriate clothing. Clothing must have employee and company identification.

d. Concessionaire shall provide a list of employees to the City with proof of a background check with the State of Florida Department of Law Enforcement. Results of the background check shall be shared with the City and the City shall not approve a potential employee with unacceptable background investigation results.

e. Concessionaire shall employ only competent personnel to perform the Snack Bar services. If at any time during the term of this lease agreement, the City in its sole discretion, desires the removal of any person or person employed by Concessionaire due to an infraction of the rules of conduct, the Concessionaire shall remove any such person immediately upon receiving notice from the City.

f. Concessionaire shall maintain copies of Material Safety Data Sheets (MSDS) for all products used in the performance of the lease agreement. The MSDS shall be accessible to the Concessionaire's employees and City employees for the purpose of reference regarding toxic and hazardous properties; precautions; and procedures in the event of an emergency.

g. Concessionaire is required to follow all United States and State of Florida Labor Laws.

G. COMPLIANCE WITH REGULATIONS:

a. Adhere to all local, state, and federal health, safety, and licensing regulations, including food safety standards, employee health certifications, and other applicable permits.

b. Ensure that all operations comply with City of Boynton Beach codes and policies governing the use of public spaces.

H. CUSTOMER SERVICE AND COMMUNITY ENGAGEMENT:

a. Provide exceptional customer service to all park visitors, creating a welcoming environment for families, tourists, and the general public.

b. Engage with the community and visitors by offering promotional events, specials, or activities that enhance the park's atmosphere.

c. Respond promptly and professionally to customer feedback and complaints.

d. Provide a website or methodology where Customers can submit feedback on food and service from the Operator or Concessionaire.

I. MAINTENANCE AND CLEANLINESS:

a. Maintain the appearance and cleanliness of the concession area, ensuring that trash and waste are removed regularly and that the facility remains presentable throughout operational hours.

b. Clean and sanitize equipment, countertops, and dining areas frequently to ensure a safe, healthy environment.

J. EQUIPMENT AND FACILITY CARE:

a. Supply and maintain all necessary equipment, including cooking, refrigeration, and service equipment, ensuring they are in good working condition.
b. Regularly inspect and maintain the concessionaire's assigned facilities, reporting any needed repairs or maintenance to the City of Boynton Beach.

K. FINANCIAL REPORTING AND PAYMENT:

a. Provide monthly or quarterly financial reports as required by the City, including sales figures, inventory tracking, and any other pertinent data.
b. Pay the agreed-upon monthly price per square foot contract amount, as outlined in the contract.

L. SUSTAINABILITY AND ENVIRONMENTAL PRACTICES:

a. Incorporate sustainable practices into operations, such as using eco-friendly products, reducing waste, and minimizing the environmental impact of food and beverage services.
b. Promote the use of reusable containers or recyclable packaging whenever possible to align with the City's environmental goals.

M. OTHER SERVICES:

a. Provide any additional services or offerings as mutually agreed upon by the City and the Concessionaire, such as catering for special events or hosting food-related activities at a discounted rate.
b. This scope of services outlines the general responsibilities of the Concessionaire at Boynton Beach Oceanfront Park, ensuring the delivery of high-quality service while maintaining the park's cleanliness, safety, and customer satisfaction.
c. The City reserves the right to inspect the leased premises at any time during normal business hours.

2.5 GENERAL

The Operator shall provide all personnel, supervision, equipment, supplies, and related resources necessary to operate and maintain the Snack Bar Concession at Boynton Beach Oceanfront Park in accordance with the scope of services outlined in this Request for Proposals. All costs associated with travel, transportation, and delivery to and from the concession site shall be the sole responsibility of the Operator and are not reimbursable. The City reserves the right to negotiate the final terms, conditions, and pricing structure of the Agreement in a manner that best serves the interests of the City and its residents.

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SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Proposer to operate the Snack Bar Concession at Boynton Beach Oceanfront Park. The City will evaluate the substance of the Proposal over its length, form, or presentation style.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates, licensing, or business permits related to the Work specified in the scope of work with their proposals.

3.3 DETAILED PROPOSAL

Each of the seven (7) sections listed below shall be added to the respectable upload portion and completed online through the e-procurement system.

All detailed proposal requests outlined below, along with the required forms, shall be submitted online.

1. Letter of Interest

The Letter of Interest to the Evaluation Committee summarizing the Proposer's primary qualifications and a firm commitment to provide the proposed concession services.

2. Proposer's Qualifications Company Culture/Structure and Experience

Proposer shall complete and submit the Proposer's Qualification Statement.

A. Company Profile

Number of years in business, ownership structure, number of employees.

B. Organizational Structure

Submit an organizational chart illustrating reporting lines and the division of responsibilities for all staff assigned to this engagement. For each team member, provide a detailed description of their role, responsibilities, relevant professional experience, and educational background including certifications (SERV Safe, CPR/First Aid if obtained). In addition, include a current one-page résumé for each individual. Proposed methods for assuring proposer's employees maintain satisfactory performance levels. Include incentive/reward programs used to motivate employees.

C. SUNBIZ

Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from the Proposer.

D. Relevant Experience

A summary of prior food & beverage or concession operations, especially in parks/beaches. Explanation of proposer's capacity for hiring and developing personnel including initial and continuous training programs.

E. Applicable Insurance

Submit current proof of General and Professional Liability Insurance Certificate of Insurance (COI).

3. Technical / Operational Proposal

A. Management Plan

A description of how the Proposer will manage day-to-day concession operations, including staffing, scheduling, and oversight. Indicate type and frequency of meetings and other forms of communications with the City.

B. Menu & Pricing Plan

A proposed food and beverage offerings with an emphasis on affordability, variety, and healthy local options, as well as proposed pricing.

Proposer shall develop and implement a customer loyalty program (e.g., a meal card) that provides one free meal after a specified dollar amount or number of meals have been spent at the Snack Bar.

Proposer shall also develop specials for different days of the week as an offering to the customers and beachgoers.

C. Operational Plan

Proposed hours of operation, staffing, ordering and inventory controls, safety plan.

D. Facility & Equipment Plan

Proposed equipment to be installed, maintenance, and improvement of concession equipment and facilities, including cleaning and safety protocols.

E. Customer Service Plan

How the proposer will manage peak times, maintain quality controls and quality assurance, policies for handling complaints, accessibility, and ensuring compliance with ADA accessibility standards.

F. Community Programs

Proposer shall outline planned beach events and initiatives designed to increase foot traffic to the beach, foster youth engagement, and attract sponsorship opportunities.

G. Sustainability Practices

demonstrate how the Proposer will demonstrate environmentally responsible practices, including reduction of single-use plastics, recycling initiatives, and sourcing of local products when feasible.

H. Proposer must provide a Certified Food Protection Manager, that is onsite at all times, with current certification on file and renewed every five years

I. Proposer must ensure all staff maintain valid food handling and hygiene certifications, with proof provided to the City with the proposal submission

4. Financial Proposal Requirements

The purpose of the Financial Proposal is to establish the Proposer's **financial responsibility, stability, and capacity** to operate the snack bar concession stand as the Operator and sustain the rent obligations under the Agreement.

A. Financial Statements

- Proposers are encouraged to submit **audited financial statements** for the most recent two (2) fiscal years, including a balance sheet, income statement, and statement of cash flows.
- If audited statements are not available, the City will accept **compiled or reviewed financial statements** prepared by a licensed Certified Public Accountant (CPA), accompanied by the firm's notes and disclosures.
- In the absence of the above, the City may accept the **last two (2) years of federal tax returns**, with all personal identifiers redacted, as alternative documentation of financial stability.
- The City will also consider **other reasonable documentation that demonstrates the proposer's financial capacity**, recognizing that small businesses may have different forms of records.

B. Proof of Financial Stability

- **Letter of Creditworthiness** or **Bank Reference Letter** demonstrating the ability to cover operating expenses and rent.
- **Disclosure of Bankruptcy or Insolvency** proceedings within the last five (5) years.

C. Capital Commitment

- **Capital Investment Plan** describing improvements, equipment, or buildout that the Proposer is committing to fund (with estimated costs and timelines).
- **Source of Funds** statement showing whether investments will be funded by cash reserves, loans, or other financing.

D. Operating Budget & Projections

- **Start-Up Budget** – anticipated costs for mobilization, staffing, equipment, permits, and insurance.
- **Capital Investment Plan** – improvements or equipment upgrades proposer commits to fund.
- **Annual Operating Budget** (Pro-Forma) – projected operating expenses and cash flow to demonstrate ability to sustain rent payments.
- **Contingency Plan** – demonstration of sufficient reserves to withstand weather-related closures, seasonal dips, or emergencies.

5. References

At least 3 recent/current concessionaire contracts with contact information.

Provide a list of three (3) references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

- Name of Agency
- Address
- Contact Name, Email Address
- Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that contract experience.

6. Digital Forms to be Completed with Each Propoal

A. Certification
B. Vendor Drug-Free Workplace
C. Offeror's Qualification Statement
D. References
E. Scrutinized Companies List
F. E-Verify Compliance
G. Sub-Contractor Form
H. Firm's Primary Ownership
I. Local Boynton Beach Preference
J. Palm Beach Inspector General Acknowledgement
K. Proposer Acknowledgement
L. Sub-Operator's Form if applicable

7. Forms That Must Be Uploaded to the Document Upload Section

Document Upload 1: Letter of Interest
Document Upload 2: Proposer's Qualification Statement
Document Upload 3: Scrutinized Companies and E-Verify Affidavits
Document Upload 4: Non-Collusion Affidavit & Acknowledgement & Anti Human Trafficking Affidavit
Document Upload 5: Foreign Entity Affidavit & Anti-Kickback Affidavit
Document Upload 6: Certificate of Insurance Requirements
Document Upload 7: Proof of State Certified or Professional Licenses
Document Upload 8: Proof of Local Boynton Beach Business Status
Document Upload 9: Technical / Operational Proposal (includes all items in Section III – Submission of Proposals #3.)
Document Upload 10: Financial Proposal Requirements (includes all items requested in Section III – Submission of Proposals #4 [audited financial statements, last 2 years of Federal Tax Returns, proof of financial stability, capital commitment] and Form W-9)
Document Upload 11: Optional

8. Monthly Price Per Square Floor Proposal Sheet

Separate document where Proposers will input the monthly price remitted to the City based on the **20' x 14' (280 sq. ft) Snack Bar.**

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SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Procurement Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will convene an Evaluation Committee ("Evaluation Committee") composed of City staff and, if deemed necessary, external consultants. The City also reserves the right to appoint a Financial Resource as a non-voting member to provide expertise and insight regarding proposers' financial documentation. The Evaluation Committee may utilize the City's e-procurement system to electronically review and evaluate all submittals in accordance with the criteria set forth in this solicitation or, if ordinal ranking is selected, through a separate evaluation matrix. In conducting its review, the Evaluation Committee will act in the best interests of the City and its residents. **Proposed monthly revenue will be considered as one of several factors and shall not serve as the sole basis for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The criteria provided in SECTION III – SUBMISSIONS OF PROPOSALS is provided to assist the Proposer in the allocation of their time and efforts during the submission process.

These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

Evaluation Criteria Table

No.	Evaluation Criteria	Description	Max Points	Weight (%)
1.	Experience and Qualifications	Demonstrated experience (minimum of 2 years) in operating a successful concessionaire business or similar retail business.	0-20	20%

No.	Evaluation Criteria	Description	Max Points	Weight (%)
2.	Technical / Operational Plan and Proposal	Quality and feasibility of the daily operational approach, including staffing, inventory management, facility maintenance, and compliance with City requirements.	0-20	20%
3.	Financial Stability	Includes a review of financial documentation illustrating business stability.	0 - 20	15%
4.	Menu & Pricing Plan	A proposed food and beverage offering with an emphasis on affordability, variety, and healthy local options, as well as proposed pricing. Proposer shall develop and implement a customer loyalty program (e.g., a meal card) that provides one free meal after a specified dollar amount or number of meals have been spent at the Snack Bar. Proposer should also develop specials for different days of the week as an offering to the customers and beachgoers.	0-20	25%
5.	Implementation Timeline	Realism and readiness of the proposed timeline to launch and sustain operations.	0-20	5%
6.	References	Strength and relevance of references, particularly from municipal or similarly scaled operations.	0-20	10%
7.	Local Business Preference	Proposer is a registered business with a physical address in the City of Boynton Beach. Documentation must be provided.	0 or 5	5%
Total – Written Proposal			**145**	**100%**
8.	Presentations (If Requested)	Presentations to be evaluated separately by the Evaluation Committee if deemed necessary.	0 - 100	25%

Local Business Preference

In accordance with City of Boynton Beach Administrative Policy No. 10.16.01, a local business preference of five percentage points (5%) of the total evaluation score shall be applied for businesses located within the City of Boynton Beach.

To receive this preference:

- Respondents must submit the **Local Business Status Certification Form** with their proposal.
- Failure to submit this form at the time of submittal will result in **zero (0) points** awarded for this criterion.
- Qualifying firms will receive **5 points** from each Evaluation Committee member.
- Firms not meeting the requirements will receive **zero (0) points**.
  Note: This preference is not applicable where prohibited by local, state, or federal grant funding.

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA

EVALUATION CRITERIA

Each Evaluation Committee Member shall assign a score from 0 to 20 for each criterion based on their individual assessment of the Proposer's response.

The following qualitative guidelines are intended to standardize scoring and ensure consistent evaluations across committee members:

18–20 – Outstanding Response
A highly comprehensive and exceptional submission that exceeds all stated requirements. The proposal is detailed, insightful, and demonstrates authoritative expertise. It may include innovative recommendations or value-added elements not specifically requested but beneficial to the City.
15–17 – Excellent Response
A well-developed and thoughtful response that fully meets all RFP requirements. The proposal reflects strong experience, understanding, and preparedness relevant to the category, and offers meaningful insights.
11–14 – Good Response
A solid and complete submission that meets all requirements. The response is clear, logical, and demonstrates a good grasp of the subject matter, with no significant weaknesses.
6–10 – Fair Response
An adequate submission that meets the basic expectations but lacks depth or detail. While compliant, the proposal provides limited insight or added value and reflects only a moderate understanding of the subject.
1–5 – Inadequate Response
A minimal or insufficient response that barely meets the criteria. The proposal lacks clarity, completeness, and understanding of the RFP requirements.
0 – Failed or No Response
The proposer failed to address the evaluation criterion or did not provide a response at all.

LOCAL PREFERENCE

- **5 - Business is located in the City limits of Boynton Beach**

- **0 - Business is located outside the City limits of Boynton Beach**

Presentations (If Required)
If presentations are requested:
- Each shortlisted proposer may be asked to present to the Evaluation Committee.
- Presentations will be scored from **0 to 100 points**, weighted at **25%** of the overall evaluation.
- The Committee may choose to waive presentations if a clear top-ranked proposer is evident from the written responses.

90–100 – Outstanding Presentation
A highly polished and exceptional presentation that exceeds all stated expectations. The content is comprehensive, insightful, and demonstrates authoritative expertise. The presenter(s) communicate clearly and confidently, using strong visuals, storytelling, or other engaging methods. May include innovative recommendations or value-added elements not specifically requested but beneficial to the City.

80–89 – Excellent Presentation

A well-structured and professional presentation that fully meets the requirements. The content reflects strong knowledge, understanding, and preparedness. The delivery is confident and engaging, supported by effective visuals and meaningful insights that add value.

70–79 – Good Presentation
A solid and complete presentation that meets the requirements. The information is clear, logical, and demonstrates a good grasp of the subject matter. Visuals and delivery are competent, though not particularly memorable. No significant weaknesses are present.

60–69 – Fair Presentation
An adequate presentation that meets the basic expectations but lacks depth, detail, or engagement. While compliant, the presentation provides limited insight or added value. Delivery may be uneven, and visuals may be generic or underdeveloped.

50 and Below – Inadequate Presentation
A minimal or insufficient presentation that barely meets the criteria. The content is unclear, incomplete, or poorly organized, with little evidence of understanding. Delivery is weak, visuals are ineffective, and the presentation fails to demonstrate preparedness.

4.3 CITY'S RIGHT TO USE BEST VALUE SCORING

The Evaluation Committee may decide collectively to exercise the option of Ordinal Ranking, in which evaluators rank proposals from best to least favorable based on overall quality, innovation, and feasibility. If ordinal ranking is used, the following criteria will apply:

- The highest-ranked vendor will be recommended for contract award.
- The City would negotiate with the top-ranked proposer(s) to finalize contract details before presenting the final contract to the City Commission for approval.

4.4 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be requested either before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.5 BEST AND FINAL OFFER

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.6 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC members scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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SNACK BAR CONCESSIONAIRE
BOYNTON BEACH OCEANFRONT PARK
(TERM CONTRACT)
(Concessionaire or Operator)
RFP No. 25-032R

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in

no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of

silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida

Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled

substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants 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. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from

disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City 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, Fla. Stat. or as otherwise provided by law.

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant 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.

E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

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

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

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SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

SECTION VI – SPECIAL PROVISONS – TERM CONTRACT

The Operator will be responsible for supplying necessary labor for the term contract outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Operator who is awarded the contract for these services.

6.1 ASSIGNMENT

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 PERFORMANCE DURING EMERGENCY

The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the Agreement.

The Consultant agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.

The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of Agreement and subject the Consultant to sanctions from doing further business with the City.

6.3 AGREEMENT TERM AND OPTIONAL AMENDMENT EXTENSION

The City reserves the right to extend this Agreement for a period not to exceed six (6) months in order to ensure uninterrupted services while a new contract is solicited, evaluated, and/or awarded.

Such extension shall be effectuated only by mutual agreement, evidenced through a written Amendment notice executed by the Operator and filed with the City's Procurement Department, without the need for further City Commission action. This temporary extension shall be deemed an additional term of the Agreement and shall obligate the Operator to continue providing services in accordance with all existing terms and conditions.

6.4 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or OPERATOR may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in in Section II – Scope of Work to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

OPERATOR shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while a seeking change order which have not been described herein or in a separate written amendment or change order shall be performed at the OPERATOR'S own risk. In no event will the OPERATOR be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.5 INDEMNIFICATION

The Operator shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Operator, or any intentional, reckless, or negligent act or omission of Operator, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Operator shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Operator under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Operator shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Operator's breach of any of the provisions of the contract. Operator shall not be responsible for negligent acts of the City or its employees. Further, the Operator shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Operator.

6.6 TERM OF CONTRACT AND LEASE AGREEMENT

The awarded concessionaire will supply and operate the food and beverage services within the snack bar facility for a period of **FOUR (4)** years lease with **ONE (1)** an additional **FOUR (4)** year lease renewal unless terminated earlier subject to Concessionaire acceptance, satisfactory performance, and determination that the renewal will be in the best interest of the City. The decision to renew the lease shall be at the sole discretion of the City. The City retains the right to change or alter the terms of the agreement.

1) Established monthly lease payments to the City shall be due the first day of each month. Any monthly payment received after the 5th of the month shall be subject to a 15% late fee. Any monthly payment received after the 25th day of the month shall be assessed a 15% late fee and shall be grounds for termination of the agreement.
2) The lease agreement may, at the option of the City, be terminated immediately if the Concessionaire becomes insolvent or bankrupt, make an assignment for the benefit of creditors, or be convicted of a crime, or any other similar gross misconduct.
3) Termination for convenience by the City: The City reserves the right to terminate a lease agreement fourteen (14) days after written notice to the Concessionaire of such termination with or without cause.

6.7 SECURITY DEPOSIT

Within Fifteen (15) days after the City Commission approves the Contract, the Concessionaire shall submit a **FIVE THOUSAND DOLLARS ($5,000.00)** security deposit for this contract. This security will be deposited in a non-interest-bearing account and will be returned at lease end after the determination that the Concessionaire has fulfilled all terms of the lease and left the premises in a satisfactory condition (as determined by the Recreation & Parks Director).

6.8 EXPECTED TIMELINE BY THE CITY

The City would like plans to award this contract in the Winter of 2025. The Proposer(s) shall act as an independent contractor and not as an employee of the City.

6.9 TERMINATION OF CONTRACT

The City, by written notice, may terminate in whole or in part any Agreement resulting from this RFP when such action is in the best interest of the City.

A. 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 thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"). The party in breach may, within the Cure Period, request an extension to the Cure Period for a reasonable time if such party demonstrates best efforts to cure such breach. his Agreement may be terminated for cause as provided for herein for reasons including, but not limited to, Operator's repeated (whether negligent or intentional) submission of false or incorrect reports, Operator's failure to perform the scope of services suitably, or failure to continuously perform the scope of services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective nine (9) months after receipt of such written notice of termination for cause.

B. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Agreement for convenience upon a minimum of six (6) months written notice to Operator. This time period may be extended up to an additional thirty (30) days, at the City's sole discretion, if Operator delivers a written request to the City Manager for an extension within sixty (60) days from receipt of the initial notice. Operator's written extension request shall include sufficient explanation and documentation to allow the City to reasonably grant same. In the event that City terminates this Agreement for convenience, within ninety (90) days following the effective date of such termination.

C. TERMINATION TO PROTECT HEALTH, SAFETY, OR WELFARE

The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

D. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

E. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

F. NOTICE OF TERMINATION

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

6.10 PERFORMANCE OF CONCESSUINAIRE OR OPERATOR

The CONCESSUINAIRE OR OPERATOR shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any

additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.11 INSURANCE REQUIREMENTS

If a Operator is providing a service under this Agreement, then the Operator shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Operator under this Agreement.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Operator shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Operator to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Operator until such time as the items and/or work have been accepted by the City. The Operator shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.12 FORCE MAJEURE

The Agreement which is awarded to the Operator may provide that the performance of any act by the City or Operator thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Operator for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.13 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Operator. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Operator. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Operator.

The Operator shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Operator to proceed with reasonable promptness to make necessary corrections shall be a default. If the Operator's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.14 CONTINGENCY FEE

Operator represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Operator, 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 Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.15 TRUTH IN NEGOTIATION REPRESENTATION

Operator's compensation under this Agreement is based upon its representations to City, and Operator certifies that the wage rates, factual unit costs, and other information supplied to substantiate Operator's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Operator executes this Agreement. Operator's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Operator's compensation in this Agreement.

6.16 PERFORMANCE REVIEW EVALUATION

The awarded Operator may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager or Contract Administrator shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Operator fail to meet the expectations of the City's Project Manager, the Operator shall have a period of ten (10) working days from the date notice is given to the Operator by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Agreement as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Operator for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Operator Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.17 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Operator entering into an Agreement with the City, the Operator shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.18 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Operator represents that Operator, and each Sub-Operator 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 Operator violates this section, City may immediately terminate this Agreement for cause and Operator shall be liable for all costs incurred by City due to the termination.

6.19 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Operator or any Sub-Operator will have access to an individual's personal identifying information under this Agreement. Operator represents and certifies: (i) Operator 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 Operator; and (iii) Operator 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, Operator and any Sub-Operator that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by 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. 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.

6.20 SUCCESSORS AND ASSIGNS

The City and the Operator each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Operator shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.21 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Instructions to Proposers
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

LEASE PRICE PROPOSAL FORM

LEASE PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

Year	Amount
Year 1	$_____
Year 2	$_____
Year 3	$_____
Year 4	$_____
Grand Total	$_____

APPENDIX 'A'

SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT) (Concessionaire or Operator)

RFP No. 25-032R

SECTION VIII – SAMPLE TERM AGREEMENT - CITY-OWNED

SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK (TERM CONTRACT)
(Concessionaire or Operator)

RFP No. 25-032R

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____,
FOR _____ (Concessionaire or Operator)

This Agreement is made as of this __ day of _____, 20___, by and between _____, a _____, with a principal address of _____, hereinafter referred to as "Operator," and the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

RECITALS

WHEREAS, the City is the owner of certain real property located at Oceanfront Park, **6415 North Ocean Boulevard, Ocean Ridge, FL**, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property includes _____; and

WHEREAS, the City has determined that it is in the best interest of the public to engage an experienced operator to manage and _____ ("the "_____"); and

WHEREAS, the City issued procurement solicitation RFP No. **RFP No. _____ on _____, 2025, Exhibit "__"** seeking proposals from firms offering to operate a _____, a copy of which is incorporated into this Agreement by reference; and

WHEREAS, the RFP closed on _____, the City received _____ (__) proposal submittals; and

WHEREAS, _____ submitted a proposal for this RFP and term Operator contract, Exhibit "___"; and

WHEREAS, on _____, 2025, the evaluation committee met to discuss and score the _____ (__) proposal submissions and shortlisted the top ____ (__) highest scoring proposals to provide presentations; and

WHEREAS, on _____, 2025, the evaluation committee witnessed presentations from the top two shortlisted Proposer _____ and _____; and

WHEREAS, _____ provided the City with a PowerPoint outlining all operations, Exhibit "__"; and

WHEREAS, the evaluation committee scored the evaluation portion of the criteria and determined that _____ was the highest scoring Proposer for this RFP; and

WHEREAS, the City assembled a negotiation committee and met with _____ _____ (__) times in publicly noticed, closed-to-the-public negotiation meetings; and

WHEREAS, negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties and this Agreement incorporates the results of such negotiations; and

WHEREAS, Operator desires to lease the Property from the City for the purpose of operating the Snack Bar Concessionaire Stand; and

WHEREAS, the City and Operator wish to enter into this Agreement to establish the terms and conditions under which _____; and

WHEREAS, this Agreement was approved by the City Commission of the City of Boynton Beach by Resolution No. 25-_____ on _____, 2025, in accordance with all applicable laws and procedures;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEASE OF PROPERTY

1.1 Lease Grant

The City hereby leases to Operator, and Operator hereby leases from the City, the Property for the Term (as defined below), subject to the terms and conditions set forth in this Agreement.

1.2 Premises

The leased premises (the "Premises") consist of:

a) Oceanfront Park, 6415 North Ocean Boulevard, Ocean Ridge, FL

1.3 Condition of Premises

Operator acknowledges that it has inspected the Premises and accepts the Premises in their current "AS IS" condition, except as otherwise specified in **Exhibit C** (if applicable).

1.4 Public Purpose and Benefit

The Parties acknowledge that the Concession Stand is a public facility owned by the City and that this Agreement is intended to further the public interest by ensuring high-quality concession services are available to park visitors and beachgoers. The Concessionaire shall operate in a manner consistent with this public purpose, maintaining the premises in a clean, safe, and welcoming condition, while managing the stand efficiently to meet the needs of the community and enhance the overall Ocean Front Park experience.

2. TERM, RENEWAL, AND TERMINATION

2.1 Initial Term

The initial term of this Agreement shall be for a period of **FOUR (4)** years, commencing on **December 1, 2025** (the "Commencement Date") and ending on **November 30, 2025** (the "Initial Term"), unless earlier terminated as provided herein.

2.2 Renewal Options

Provided that Operator is not in default under this Agreement, Operator shall have the option to renew this Agreement for **ONE (1)** additional periods of **FOUR (4)** years each (each, a "Renewal Term") on the same terms and conditions as set forth herein, except for adjustments to the Base Rent and Revenue Share percentages as provided in Sections 3.1 and 3.2. The Parties must enter into a written amendment to exercise a renewal option. If Operator does not intend to agree to the exercise of a renewal option, it must provide the City with at least 180 days' written notice prior to the expiration of the then-current term.

2.3 Term

As used herein, "Term" shall mean the Initial Term and any Renewal Term(s) exercised by Operator.

2.4 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 thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"). The party in breach may, within the Cure Period, request an extension to the Cure Period for a reasonable time if such party demonstrates best efforts to cure such breach. his Agreement may be terminated for cause as provided for herein for reasons including, but not limited to, Operator's repeated (whether negligent or intentional) submission of false or incorrect reports, Operator's failure to perform the scope of services suitably, or failure to continuously perform the scope of services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective nine (9) months after receipt of such written notice of termination for cause.

2.5 Termination for Convenience

City shall have the right to terminate this Agreement for convenience upon a minimum of six (6) months written notice to Operator. This time period may be extended up to an additional thirty (30) days, at the City's sole discretion, if Operator delivers a written request to the City Manager for an extension within sixty (60) days from receipt of the initial notice. Operator's written extension request shall include sufficient explanation and documentation to allow the City to reasonably grant same. In the event that City terminates this Agreement for convenience, within ninety (90) days following the effective date of such termination,

2.6 Termination to Protect Health, Safety, or Welfare

The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

2.7 Notice of Termination

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

3. RENT AND REVENUE SHARING

3.1 Base Rent

Operator shall pay the monthly lease rent per month ("Base Rent"), due on the first day of each month during the Term as outlined below, without demand, offset, or deduction. The Base Rent shall increase by X% on each anniversary of the Commencement Date.

Year	Amount
Year 1	$_____
Year 2	$_____
Year 3	$_____
Year 4	$_____

3.2 Records and Audit Rights

Operator shall maintain complete and accurate books and records of all revenue and expenses related to the operation of the Premises. City shall have the right, upon reasonable notice and during normal business hours, to inspect and audit Operator's books and records to verify the calculation of Gross Revenue and the Revenue Share.

If an audit inspection in accordance with this section discloses underpayment (of any nature) by Operator to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's audit shall be reimbursed to the City by the Operator and (2) liquidated damages in the amount of 15% of the underpayment shall be assessed. Any adjustments and/or payments that must be made as a result of the audit inspection, including any interest, audit costs, and liquidated damages, shall be made by the Operator within 45 days from the presentation of the City's findings to the Operator. Failure by Operator to permit such audit shall be grounds for termination of this Agreement by the City.

4. SECURITY AND DAMAGE DEPOSITS

4.1 Security Deposit

Upon execution of this Agreement, Operator shall deposit with City the sum of **FIVE THOUSAND DOLLARS ($5,000.00)** as a security deposit (the "Security Deposit").

4.2 Use and Return of Security Deposit

City may use the Security Deposit to remedy any default by Operator under this Agreement, including but not limited to failure to pay rent, failure to repair damage to the Premises, or failure to leave the Premises

in clean condition upon termination of this Agreement. Within thirty (30) days after the termination of this Agreement and Operator's vacation of the Premises, City shall return the Security Deposit to Operator, less any amounts properly withheld by City, along with an itemized statement of any amounts withheld.

5. USE OF PREMISES; OPERATIONS; BACKGROUND CHECKS

5.1 Permitted Use

Operator shall use the Premises solely for the purpose of operating a Snack Bar Concessionaire Stand. Operator shall not use the Premises for any other purpose without the City's prior written consent. Operator's services are described in further detail in **Exhibit "C"**.

5.2 Hours of Operation

Operator shall operate the Center during reasonable business hours as determined by Operator, provided that the Center shall be open to the public for a minimum of _____ (___) hours per week, subject to inclement weather and holidays. The City reserves the right to establish minimum operating hours to ensure adequate public access to the facility.

5.3 Public Access

Operator shall ensure that the Center is reasonably accessible to all members of the public, including City residents and non-residents, without discrimination.

5.4 Food Menu

Operator shall develop and implement an approved menu .

5.5 Compliance with Laws

Operator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including but not limited to:

a) Obtaining and maintaining all necessary licenses, permits, and approvals;
b) Americans with Disabilities Act (ADA) requirements;
c) Florida Building Code;
d) Florida Fire Prevention Code;
e) City zoning ordinances and land development regulations;
f) Health and safety regulations; and
g) Environmental regulations.

5.6 Rules and Regulations

Operator shall establish reasonable rules and regulations for the use of the Snack Bar Concessionaire by members and guests, which shall be subject to the City's approval, not to be unreasonably withheld, conditioned, or delayed. Operator shall provide a copy of such rules and regulations to the City and shall enforce them consistently and fairly.

5.7 Staffing

Operator shall assign a full-time qualified, experienced operations or business Manager ("Operations Manager") for operation of the Center under this Agreement. Said Operations

Manager or the Manager's authorized agent must be at least eighteen (18) years of age and be physically available during approved operating hours. In addition to the Operations Manager, Operator shall either hire a General Manager or provide additional training to the Operations Manager so as to provide optimal planning, interactive, and oversight functions at the Center. The qualifications of the Manager(s) shall be submitted to the City upon request. During the hours when the Operations Manager is not on duty or available, Operator or the Operations Manager shall designate an individual as Operator's authorized agent who shall be responsible for the day-to-day operations of the Center. The City shall be advised in writing of the names, addresses, and birth dates of the Manager(s) and the Manager's authorized agent(s), and if necessary and requested by the City, the Social Security Numbers of the Manager(s). Operator shall endeavor to hire persons of good moral character and perform criminal background checks as provided in this Agreement.

5.8 Quality of Services

Operator represents that each person who will render services under this Agreement is duly qualified to perform such services by all applicable and appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. The quality of Operator's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards for similar operations.

Operator's employees, agents, representatives, independent contractors, subcontractors, volunteers, or others involved in the maintenance or operation of the Center shall perform their respective duties in an efficient and courteous manner. Failure of any of these persons to do so shall be grounds for their removal from duties by the Operator's direct action or via the City's reasonable demand if, after reasonable notice by the City, the Operator fails to take the necessary steps to correct the cause of such objection.

The Operator shall provide all staffing necessary for the Center's operation under this Agreement during the Center's operating hours.

Operator shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for such service. The City may periodically evaluate Operator's performance under this Agreement and reasonably recommend that Operator modify its operations to furnish good, prompt, and efficient service. The implementation by Operator of any recommendations by the City shall not be unreasonably withheld.

Operator's employees shall be distinctively uniformed and appropriately attired in a neat and professional manner that distinguishes Operator's employees from City employees' attire, e.g., golf or polo shirts with distinctive logos, name tags, and matching slacks or shorts.

Operator shall not permit music audio merchandising, background sounds, or other noise or sounds to be audible outside of the Premises. All sounds or noise, including, but not limited to, music generated at or caused by the Operator or emanating from the Premises, shall be kept to reasonable levels and must be turned off and remain off at the request of the City. Operator shall cause the immediate cessation of any noise, music, or other sounds emanating from the Premises, which is deemed offensive, distracting, or disturbing by the City, in the City's sole determination.

5.9 Damage to Premises

Operator shall repair any and all damage to the Center's or Operator's real and personal property caused by Operator, its employees, agents, subcontractors, independent contractors, patrons,

and invitees. City shall repair any and all damage to the Center's or Operator's real and personal property caused by City, its employees, agents, subcontractors, and independent contractors. Any damage to the premises will result in the proper use of the deposit.

5.10 Inspection by City

The City shall have the authority to make periodic reasonable inspections of the Center, equipment, and operations during normal operating hours to determine if such are being maintained in a neat and orderly condition or to determine whether Operator is operating in compliance with the terms of this Agreement. All inspections shall be conducted, during normal business hours, in a manner so as not to interfere with the normal operations of the Center. The City may inform Operator of any needed actions to correct improper operations. Operator shall reasonably comply with any recommendations of the City with respect to improper operations issues.

5.11 Marketing and Promotion

Operator shall actively market and promote the Center to maximize usage and revenue. Operator's marketing efforts shall include but not be limited to maintaining a website, social media presence, email newsletters, and local advertising. All marketing materials shall acknowledge that the Premises are owned by the City of Boynton Beach.

5.12 Criminal Background Screening

Operator shall perform criminal background screening as identified below on its officers, employees, agents, independent contractors, and volunteers working under this Agreement on the Premises. Further, if Operator is permitted to utilize subcontractors under this Agreement, Operator shall perform or ensure that the background screening as required below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Center. Operator shall not be required to comply with the provisions for criminal background screening under this section for those independent vendors coming onto the Premises merely to make deliveries of goods or services for, or relating to, the Center.

Operator shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Operator on the Premises.

Operator shall maintain copies of the results of the criminal background screening required for the Term and promptly forward copies of same to City upon its request.

Operator shall be required to furnish to the City, on a monthly basis, an Affidavit, in a form approved by City, affirming the persons listed in the Affidavit have been background screened as required by this Agreement and have been deemed eligible by Operator to work at the Center. Operator's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for Operator under this Agreement who have been background screened as required and deemed eligible to work at the Center. In its discretion, the City may permit Operator to furnish the monthly Affidavit in an electronic format.

In the event Operator obtains or is provided supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously

deemed eligible by Operator to provide services under this Agreement, Operator shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Operator based on the requirements of this section, Operator shall immediately cease allowing the person to work at the Center. Additionally, Operator shall be required to inform any person background screened pursuant to this section who is providing services under this Agreement, to notify Operator within forty-eight (48) hours of any arrest related to sexual misconduct that has occurred after the person was deemed eligible to work at the Center.

Operator shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this section.

City may terminate this Agreement immediately for cause, with written notice provided to Operator, for a violation related to Operator's failure to perform the required background screening on its officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Center. City may also terminate this Agreement immediately for cause, with written notice provided to Operator, if City determines Operator failed to ensure that its permitted subcontractors have been background screened as required in this section before performing any services under this Agreement at the Center. Operator will not be subject to immediate termination in the event City determines a violation of this section was outside the reasonable control of Operator and Operator has demonstrated to City compliance with the requirements of this section.

City may terminate this Agreement for cause if Operator fails to provide the monthly Affidavit to City as provided above, and Operator does not cure said breach within five (5) days of written notice provided to Operator by City in accordance with the "Notices" section of this Agreement.

6. MAINTENANCE AND REPAIRS

6.1 Operator's Obligations

Operator shall, at its sole cost and expense, keep and maintain the Premises in good condition and repair, including but not limited to:

a) Regular maintenance of
.

6.2 City's Obligations

City shall, at its sole cost and expense, be responsible for:

7. UTILITIES AND SERVICES

7.1 Operator's Responsibility

Operator shall pay for all utilities and services supplied to the Premises, including but not limited to electricity, gas, water, sewer, telephone, internet, cable/satellite television, security systems, and trash collection.

7.2 Interruption of Services

City shall not be liable for any interruption or failure of utility services to the Premises unless such interruption or failure is caused by City's negligence or willful misconduct.

8. PAYMENT OF TAXES AND OBLIGATIONS

8.1 Real Property and Business Taxes

City shall pay all real property taxes and assessments levied against the Property. If real property taxes increase due to Operator's specific use of the Property or improvements made by Operator, Operator shall pay the amount of such increase. Operator shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Center under this Agreement, including but not limited to the Center-related Improvements made by Operator; provided, however, that Operator shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes and/or other costs.

8.2 Sales and Use Taxes

Operator shall be liable for the prevailing state of Florida Sales and Use Tax imposed on rent payable to City under this Agreement. This tax shall be calculated in addition to and not incorporated into the monthly rent. Operator shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement, including all taxes assessed against Operator's personal property, trade fixtures, and equipment located on the Premises.

8.3 Other Obligations

Operator shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Operator for its operations and performance under this Agreement. Operator shall be responsible for paying its approved contractors, subcontractors, and suppliers hired to perform any of the Center-related improvements for work performed or for supplies, equipment, or materials transacted, any undisputed amount within thirty (30) calendar days following receipt of appropriate invoices for such work or supplies, upon completion of same. Operator shall take such action necessary to resolve any amounts in dispute.

9. INSURANCE

9.1 Operator's Insurance

Operator shall, at its sole cost and expense, maintain the following insurance coverage throughout the Term:

a) Commercial General Liability Insurance with limits of not less than Two Million Dollars $2,000,000 per occurrence and Four Million Dollars ($4,000,000) aggregate;
b) Property Insurance covering Operator's personal property, trade fixtures, and equipment;
c) Business Interruption Insurance;
d) Workers' Compensation Insurance as required by law;
e) Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) combined single limit;
f) Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence (if Operator provides professional services such as instruction);
g) Employment Practices Liability Insurance with limits of not less than One Million Dollars ($1,000,000); and

h) Cyber Liability Insurance with limits of not less than One Million Dollars ($1,000,000) (if Operator collects personal information through websites, mobile applications, or other digital platforms).

9.2 City's Insurance

The City shall maintain property insurance covering the buildings and permanent improvements on the Property, and commercial general liability insurance with respect to the City's ownership of the Property, in accordance with the City's standard insurance program and risk management policies. The Parties acknowledge that the City may be self-insured.

9.3 Policy Requirements

All insurance policies required under this Agreement shall:

a) Name the City as an additional insured on all liability policies (except for Workers' Compensation Insurance);
b) Provide that the policy cannot be canceled or materially modified without at least thirty (30) days prior written notice to the City;
c) Include a waiver of subrogation in favor of the City;
d) Be primary and non-contributory with respect to any insurance or self-insurance programs maintained by the City; and
e) Be issued by insurance companies licensed to do business in the State of Florida with a financial rating of at least A-VII in the most recent edition of Best's Insurance Reports.

9.4 Certificates of Insurance

Operator shall provide the City with certificates of insurance evidencing the required coverage prior to the Commencement Date and upon renewal of any policy. The certificates shall reference this Agreement and confirm compliance with all requirements specified herein. If requested by the City, Operator shall provide complete copies of any required insurance policies.

9.5 Waiver of Subrogation

Each Party hereby waives any right of recovery against the other Party for any loss or damage covered by insurance, regardless of whether such loss or damage is caused by the negligence of the other Party. Each Party shall obtain endorsements to its insurance policies as needed to effectuate this waiver of subrogation.

9.6 Compliance with Florida Statutes

Operator's insurance shall comply with all requirements of Section 768.28, Florida Statutes, and other applicable laws regarding insurance for contracts with governmental entities in Florida. Operator acknowledges that the City, as a governmental entity, is entitled to sovereign immunity protections and limitations of liability as set forth in Section 768.28, Florida Statutes.

10. INDEMNIFICATION

Operator shall indemnify, defend, and hold harmless City and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Operator's use or occupancy of the Premises; (b) any breach or default by Operator under this

Agreement; (c) any negligent or willful act or omission of Operator or its employees, agents, contractors, or invitees; or (d) any injury to person or property occurring on the Premises, except to the extent caused by City's negligence or willful misconduct. Operator shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

11. ALTERATIONS AND IMPROVEMENTS

11.1 Operator's Right to Make Alterations

Operator may make non-structural alterations, additions, or improvements to the Premises with City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any alterations, additions, or improvements with a cost exceeding Seventy-Five Thousand ($75,000.00) shall require City's prior written approval of the plans and specifications.

11.2 Ownership of Improvements

All alterations, additions, and improvements made by Operator shall become the property of City upon termination of this Agreement, unless City requires Operator to remove them as provided in Section 11.3.

11.3 Removal of Improvements

Upon termination of this Agreement, City may require Operator to remove any alterations, additions, or improvements made by Operator and to restore the Premises to their original condition, reasonable wear and tear excepted. City shall notify Operator of any such requirement at least thirty (30) days prior to the termination date.

11.4 Trade Fixtures

Operator may install trade fixtures, equipment, and personal property on the Premises, which shall remain Operator's property and may be removed by Operator at any time, provided that Operator repairs any damage caused by such removal.

12. ASSIGNMENT AND SUBLETTING

12.1 Prohibition on Assignment and Subletting

Operator shall not assign this Agreement, sublet all or any part of the Premises, or permit any other person or entity to use or occupy all or any part of the Premises, without City's prior written consent, which may be withheld in City's sole discretion.

12.2 Change of Control

Any change in the ownership or control of Operator that results in a change in the majority ownership or control of Operator shall be deemed an assignment requiring City's consent under Section 12.1.

12.3 No Release of Operator

No assignment or subletting, even with City's consent, shall release Operator from its obligations under this Agreement.

13. DEFAULT AND REMEDIES

13.1 Operator's Default

Each of the following shall constitute a default by Operator under this Agreement:

a) Failure to pay any Base Rent, Revenue Share, or other sum due under this Agreement within five (5) days after the due date;
b) Failure to perform or observe any other covenant, term, or condition of this Agreement, which failure continues for fifteen (15) days after written notice from City (or such longer period as may be reasonably necessary if the failure cannot be cured within fifteen (15) days, provided that Operator commences the cure within the fifteen-day period and diligently pursues it to completion);
c) Abandonment or vacation of the Premises for more than fifteen (15) consecutive days, without City’s approval;
d) Filing of a petition for bankruptcy, insolvency, or reorganization by or against Operator (unless, in the case of a petition filed against Operator, it is dismissed within sixty (60) days);
e) Appointment of a receiver or trustee for all or substantially all of Operator's assets; or
f) Making an assignment for the benefit of creditors.

13.2 City's Remedies

Upon the occurrence of any default by Operator, City may exercise any one or more of the following remedies without limiting any other right or remedy available to City at law or in equity:

a) Terminate this Agreement by written notice to Operator, in which case Operator shall immediately surrender the Premises to City;
b) Enter upon and take possession of the Premises without terminating this Agreement and without being liable for prosecution or any claim for damages;
c) Collect rent from any sublessee and apply it to the amounts due from Operator;
d) Perform any obligation of Operator under this Agreement and charge the cost thereof to Operator, plus interest at the rate of Five Percent (5%) per annum from the date of payment by City; or
e) Pursue any other remedy available at law or in equity.

13.3 City's Default

City shall be in default under this Agreement if City fails to perform or observe any covenant, term, or condition of this Agreement, which failure continues for thirty (30) days after written notice from Operator (or such longer period as may be reasonably necessary if the failure cannot be cured within thirty (30) days, provided that City commences the cure within the thirty-day period and diligently pursues it to completion).

13.4 Operator's Remedies

Upon the occurrence of any default by City, Operator may exercise any one or more of the following remedies, without limiting any other right or remedy available to Operator at law or in equity:

a) Terminate this Agreement by written notice to City; or
b) Pursue any other remedy available at law or in equity.

13.5 Mitigation of Damages

Both Parties shall use reasonable efforts to mitigate their damages in the event of a default by the other Party.

14. SURRENDER OF PREMISES

14.1 Condition of Premises

Upon the expiration or earlier termination of this Agreement, Operator shall surrender the Premises to City in good condition and repair, reasonable wear and tear excepted, and shall remove all of Operator's personal property, trade fixtures, and equipment.

14.2 Holdover

If Operator remains in possession of the Premises after the expiration or earlier termination of this Agreement without City's consent, Operator shall be deemed a tenant at sufferance and shall pay rent at the rate of One Hundred Fifty (150%) of the sum of the Base Rent and the average monthly Revenue Share for the preceding twelve (12) months. Such holdover shall not constitute a renewal or extension of this Agreement.

15. NOTICES

All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

With a copy to: City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

If to Operator: _____
_____
_____
_____

Attention: _____

With a copy to: _____
_____

_____

_____

Either Party may change its address for notices by written notice to the other Party.

16. REPORTING AND COMPLIANCE

16.1 Monthly Reports

Within fifteen (15) days after the end of each calendar month, Operator shall provide the City with a written report detailing:

16.2 Annual Reports

Within ninety (90) days after the end of each calendar year, Operator shall, at its own expense, provide the City with an annual report containing:

a) Annual financial statements for the Center's operations, including income statement and balance sheet audited by the Certified Public Accountant;
b) Comparison of actual results to projected results;
c) Summary of capital improvements made during the year;
d) Major maintenance and repair activities undertaken during the year;
e) Staffing levels and changes;
f) Marketing and promotional activities conducted;
g) Community programs and events hosted; and
h) Goals and objectives for the upcoming year.

16.3 Public Records Compliance

Operator acknowledges that this Agreement and all documents related to it are subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Operator shall:

a) Keep and maintain public records required by the City to perform the services under this Agreement;
b) Upon request from the City's custodian of public records, provide the City 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, 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 and following completion of the Agreement if Operator 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 possession of Operator or keep and maintain public records required by the City to perform the service. If Operator transfers all public records to the City upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator shall meet all applicable requirements for retaining public records.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE: 100 E. OCEAN AVENUE, BOYNTON BEACH, FL 33435, 561-742-6060, CITYCLERK@BBFL.US.

Trade Secret Protection. The Parties acknowledge that certain documents provided by Operator to the City may constitute trade secrets under Chapter 688 and Section 812.081(1)(f) of Florida Statutes and may be exempt from disclosure under Florida's public records laws. At the time this Agreement is executed, Operator has designated the Center's annual financial statements (including income statements and balance sheets) as Trade Secret Materials and has completed the Trade Secret Declaration attached as Exhibit "D." If Operator later identifies additional documents as trade secrets during the Agreement term, Operator must execute and file a new Trade Secret Declaration for those materials. If a third party requests records that Operator has designated as Trade Secret Materials, the City will not disclose these materials unless ordered to do so by a court of competent jurisdiction or given written authorization by Operator. Operator agrees to indemnify and defend the City and its employees and agents against any claims, lawsuits, losses, fines, penalties, damages, judgments, and liabilities (including attorneys' fees, litigation expenses, and court costs) that arise from the City's refusal to disclose Trade Secret Materials in response to third-party records requests.

16.4 E-Verify Compliance

Operator shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than Twenty (20) calendar days after the termination date. If this Agreement is terminated for a violation of the statute by the Operator, Operator may not be awarded a public contract for a period of one (1) year after the date of termination.

16.5 No Contingent Fees

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

16.6 Conflict of Interest

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required under this Agreement. Operator further represents that no person having any such interest shall be employed by Operator during the Term. Operator shall promptly notify the City in writing of any potential conflicts of interest for any prospective business association, interest, or other circumstance that may influence or appear to influence Operator's judgment or the quality of services being provided hereunder.

16.7 Non-Discrimination

Operator shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Operator shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, age, national origin, marital status, disability, sexual orientation, gender identity or expression, or any other characteristic protected by law.

16.8 Compliance with Employment and Labor Laws

Operator shall comply with all applicable federal, state, and local employment and labor laws, including but not limited to:

a) Fair Labor Standards Act;
b) Equal Pay Act;
c) Civil Rights Act of 1964;
d) Americans with Disabilities Act;
e) Age Discrimination in Employment Act;
f) Family and Medical Leave Act; and
g) Florida Civil Rights Act.

16.9 Scrutinized Companies

By executing this Agreement, Operator certifies that Operator is not participating in a boycott of Israel. The Operator further certifies that Operator is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Operator been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Operator of the City's determination concerning the false certification. The Operator shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Operator shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Operator does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16.10 Anti-Human Trafficking

On or before the effective date of this Agreement, Operator shall provide City with an affidavit attesting that the Operator does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

16.11 Countries of Concern

The Operator represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

16.12 Public Entity Crime Act

Operator 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. Operator 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 Operator has been placed on the convicted vendor list.

16.13 Entities of Foreign Concern

The provisions of this section apply only if Operator or any subcontractor will have access to an individual’s personal identifying information under this Agreement. Operator represents and certifies: (i) Operator 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 Operator; and (iii) Operator 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, Operator and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. 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.

17. ADDITIONAL PROVISIONS

17.1 Competitive Bidding Acknowledgment

Operator acknowledges that this Agreement has been awarded in compliance with applicable procurement laws and the City's procurement ordinances and policies. The City represents that all required competitive bidding or other procurement procedures have been properly followed in connection with the award of this Agreement.

17.3 Compliance with Section 255.05, Florida Statutes

For any improvements or construction work exceeding Two Hundred Thousand Dollars ($200,000.00), Operator shall comply with the public construction bond requirements of Section 255.05, Florida Statutes.

17.4 Compliance with Section 287.0582, Florida Statutes

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Commission.

17.5 Local Business Preference

Operator shall, to the extent permitted by applicable law, utilize local businesses, contractors, and suppliers in the performance of its obligations under this Agreement.

18. MISCELLANEOUS LEGAL PROVISIONS

18.1 Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding.

18.2 Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

18.3 Sovereign Immunity

Nothing contained in this Agreement shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the City or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City beyond the waiver provided in Section 768.28, Florida Statutes. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the City's limits of liability as set forth in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18.4 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18.5 No Third-Party Beneficiaries

Except as expressly provided herein, nothing in this Agreement is intended to benefit any third party, nor shall any term, provision, covenant, or condition of this Agreement be construed to create any rights in any person or entity not a party to this Agreement.

18.6 Entire Agreement

The Agreement between the City and the Operator with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the Parties' mutual agreement set forth in writing and signed by the Parties.

18.7 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. City'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 as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

18.8 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by force majeure events beyond the reasonable control of such Party, including but not limited to acts of God, hurricane, tornado, fire, flood, earthquake, explosion, war, terrorism, riot, civil disorder, act of any government body, or other similar causes. The Party affected by such force majeure event shall notify the other Party within a reasonable time of the commencement and termination of the force majeure event. The time for performance shall be extended for a period equal to the duration of the force majeure event, provided that if such period exceeds ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

18.9 Counterparts

This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document.

18.10 Time of Essence

Time is of the essence in the performance of all obligations under this Agreement.

18.11 Survival

Any provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination and shall remain in effect until all obligations are satisfied.

18.12 Amendments

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

18.13 Headings

The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

18.14 No Construction Against Drafter

The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

18.15 No Lien

The Operator shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Operator.

18.16 Independent Contractor

The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Operator is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Operator shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

18.17 Attorney's Fees

If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

18.18 Representation of Authority

Operator represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Operator and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Operator has with any third party or violates applicable law. Operator further represents and warrants that execution of this Agreement is within Operator's legal powers, and each individual executing this Agreement on behalf of Operator is duly authorized by all necessary and appropriate action to do so on behalf of Operator and does so with full legal authority.

18.19 Regulatory Capacity

Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

18.20 Limitation of Liability

Notwithstanding any provision of the Agreement to which it is applicable, in no event shall City be liable to Operator for punitive or exemplary damages, lost profits, or consequential damages.

(Signatures on following page)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

OPERATOR

_____
(Signature)

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT C

25-032R - SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK

Opening Date: October 6, 2025 8:00 PM

Closing Date: November 10, 2025 3:00 PM

Vendor Details

Company Name:	Dope Venture Partners LLC
Does your company conduct business under any other name? If yes, please state:	Dope Vegan
Address:	175 N Military Trail West Palm Beach , Fl 33415
Contact:	Rhona Nain
Email:	eatdopevegan@gmail.com
Phone:	561-788-5139
HST#:	872785625

Submission Details

Created On:	Tuesday October 14, 2025 13:58:47
Submitted On:	Monday November 10, 2025 14:56:44
Submitted By:	Rhona Nain
Email:	eatdopevegan@gmail.com
Transaction #:	b2070e7f-f0b5-4af5-a20d-1945e0998768
Submitter's IP Address:	147.243.183.52

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Proposed Monthly Lease over 48 Months (4 YEARS)

Proposed Monthly Lease Payment.

This refers to the proposed monthly lease schedule included in the RFP that will be remitted to the City.

The City reserves the right to award to the proposer that is seen to be in the City's best interest. (Please note that the proposed monthly lease amount is only one factor for consideration for the award.)

The proposed monthly lease shall not be subject to change until formal negotiations have begun with a designated firm.

☐ We will not be submitting for Proposed Monthly Lease over 48 Months (4 YEARS)

Line Item	Description	Amount *	Months	Total over 4 years
1	Proposed Yearly Lease to the City	$1,800.0000	48	$ 86,400.00
			Subtotal:	$ 86,400.00

Summary Table

Bid Form	Amount
Proposed Monthly Lease over 48 Months (4 YEARS)	$ 86,400.00
Subtotal Contract Amount:	$ 86,400.00

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Line Item	Description	Response *	Options
1	Company Name	Dope Venture Partners LLC dba Dope Vegan	
2	Address	175 N Military Trail	
3	Telephone	561-788-5139	
4	City	West Palm Beach	
5	State	FL	
6	Zip Code	33415	
7	Contractor's License Number	n/a	
8	Federal Tax ID Number	872785625	
9	Email address for above signer	eatdopevegan@gmail.com	
10	Indicate which type of organization from the list in the Options Column	LLC	Limited Liability

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	4 years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	Dope Vegan
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	n/a
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	yes
6	Has your company ever declared bankruptcy? If Yes, explain.	no

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☐ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?	Yes		
Please select the appropriate response	Women		
Do you possess a certification qualifying your business as a Minority Owned business?	Yes		
Issuing organization name	Input response in comments box to the right	Dope Venture Partners LLC	*
Date of Issuance	Input response in comments box to the right	05/20/2025	*

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Dope Vegan 175 N Military Trail West Palm Beach, FL 33415 eatdopevegan@gmail.com 561-788-5139 www.eatdopevegan.com Date: 10.24.2025 To: Selection Committee City of Boynton Beach Subject: Letter of Interest – Oceanfront Concessionaire Opportunity at Boynton Beach Oceanfront Park Dear Selection Committee, Dope Vegan is pleased to submit this Letter of Interest for consideration as an Oceanfront Concessionaire at Boynton Beach Oceanfront Park. We are a modern food brand dedicated to delivering bold, flavorful, and high-quality menu offerings that appeal to a wide range of guests — from traditional diners to vegetarians and vegans alike. Our team brings extensive experience operating in high-traffic environments, managing mobile food services, and creating memorable dining experiences that reflect community, quality, and innovation. We take pride in offering a menu that bridges flavor and inclusivity, ensuring every guest enjoys something they love. Dope Vegan is fully committed to performing all aspects of this project with our own forces — using our trained staff, equipment, and operational systems — to maintain consistency, safety, and excellence in every area of service. We are enthusiastic about the opportunity to bring our concept to Boynton Beach Oceanfront Park and contribute to the city's vibrant coastal community. We are confident that our brand, service standards, and commitment to quality align perfectly with the vision and values of the City of Boynton Beach. Thank you for considering our submission. We look forward to the opportunity to partner with the City of Boynton Beach and to discuss our proposal in greater detail. Sincerely, Rhona Nain CEO| Dope Vegan eatdopevegan@gmail.com 561-788-5139 www.eatdopevegan.com

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	○ Yes ◉ No	◉ Yes ○ No	4 years	MFD6052457

Qualifications and Experience/Ability of Professional Personnel

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	Description attached in Bid
Summarize the quality of the firm's support personnel and continuity of staff.	Description attached in Bid
Describe the ability to perform additional services and provide technical support throughout engagement.	Description attached in Bid
Explain the ability to meet set standards.	Description attached in Bid
Provide evidence of a capable and well-organized engagement team and management plan.	Description attached in Bid

FIRM'S PRIMARY OWNERSHIP - COPY

Line Item	Description	Response *	If Other Please Enter Information Here: If NONE Enter the Word NONE.
1	Does your firm employ more than 50 persons (including full-time and part-time employees)	No	
2	Is your firm a construction firm	No	
3	If you are a construction firm, is the average annual gross revenue for your firm for the past three years greater than $9 million?	No	
4	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership)	Female	
5	Which of the following best describes the ethnicity of your firm's primary owner (at least 51%)	African American/Caribbean	
6	Please select the current certification your firm holds: (Note: Proof of Certification must be included in Document Upload Section)	SBE	
7	Indicate the agency or agencies that have granted the certification to your firm.	State of Florida	

References

1. **References – Past Performance**

Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

1. Name of Agency
2. Address
3. Contact Name, Email Address
4. Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Palm Beach Convention Center/ Completed	15th Judicial Circuit of Florida	Grassroot Consulting, Inc.
Address	650 Okeechobee Blvd, West Palm Beach, FL 33401	3228 Gun Club Rd, West Palm Beach, FL33406	2620 North Australian Avenue, Ste. 100S, West Palm Beach, FL 33407
Contact Name	Katherine Griffin	William Hutchings	Shandra Stringer
Phone	843-224-0896	561-355-2154	561.385.4657
Email	kgriffin@pbconventioncenter.com	WHutchings@pbcgov.org	sstringer@grassrootsconsultingusa.com

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1	None	None	None	None	None

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

SECTION III – SUBMISSION OF PROPOSALS

1. GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Operator and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the RFP requirements.

The selected Operator(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Operator will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

2. CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates, licensing, or business permits related to the Work specified in the scope of work with their proposals.

3. DETAILED PROPOSAL

Each of the seven (7) sections listed below shall be completed online through the e-procurement system.

ALL PROPOSAL FORMS ARE TO BE COMPLETED ONLINE

1. **Letter of Interest**

The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

2. **Proposer's Qualifications**

- Complete and submit the Proposer's Qualification Statement.
- Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.
- Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services within South Florida.
- Identify the services that your Firm's staff would complete and those provided by sub-Operator, if any.
- Identify any sub-Operator you propose to utilize to supplement your Firm's staff. (Maximum of 4 pages)
- If the Principal place of business is different than the location specified in the Proposer's Qualification Statement, then the Operator shall specify the office location where each project will be managed and produced.
- Business and Marketing Plan Model
- Proposer Outline of Investments, Development, and Future Expansion
- Revenue Sharing Opportunities
- **(SEE SAMPLE CONTRACT FOR FURTHER IDEAS)**

3. **Qualifications of Proposers Team and availability of specialty resources**

- Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services, including:
- An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key contract members".
- Provide resumes for all key project members outlining the relevant experience and education.

4. **Current and Projected Workload of the Operator (by office local, if applicable)**

- Provide quantitative data that clearly indicates the ability of the Proposer and if selected Operator to devote the necessary time and resources to successfully complete the service. Current and projected workload data shall be provided for each key project member as follows:
- Current contract listing and remaining labor commitments.
- Historically, describe the typical number of contracts handled by the Proposer's key project managers at any given time.
- Projected workload of project management activities as defined in the scope of services.
- Identify any sub-Operator firms providing significant services that may be assigned more than five (5%) of the work.

5. **References – Past Performance - Completed Online**

Provide a list of three (3) governmental agency references or similar contracts for which the Operator shall completed or is in progress within the past five (5) years with the following information:

Name of Agency

Address

Contact Name, Email Address

Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City, or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

6. Submittal of Digital Forms to be Completed with Each Proposal

A. Certification
B. Vendor Drug-Free Workplace
C. Offeror's Qualification Statement
D. References
E. Scrutinized Companies List
F. E-Verify Compliance
G. Sub-Contractor Form
H. Firm's Primary Ownership
I. Local Boynton Beach Preference
J. Palm Beach Inspector General Acknowledgement
K. Proposer Acknowledgement
L. Sub-Operator's Form if applicable

7. Forms That Must Be Uploaded to the Document Upload Section

Document Upload 1: Letter of Interest
Document Upload 2: Proposer's Qualification Statement
Document Upload 3: Scrutinized Companies and E-Verify Affidavits
Document Upload 4: Non-Collusion Affidavit & Acknowledgement & Anti Human Trafficking Affidavit

Document Upload 5: Foreign Entity Affidavit & Anti-Kickback Affidavit
Document Upload 6: Certificate of Insurance Requirements
Document Upload 7: Proof of State Certified or Professional Licenses
Document Upload 8: Proof of Local Boynton Beach Business Status
Document Upload 9: Technical / Operational Proposal (includes all items in Section III – Submission of Proposals #3.)
Document Upload 10: Financial Proposal Requirements (includes all items requested in Section III – Submission of Proposals #4 [audited financial statements, last 2 years of Federal Tax Returns, proof of financial stability, capital commitment] and Form W-9)
Document Upload 11: Optional

8. Proposed Revenue Proposal Sheet is a separate document where Proposers will input the proposed revenue share for this contract.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

- Letter of Interest - Letter Of Intent.docx - Wednesday October 29, 2025 21:29:55
- Proposer's Qualifications - Dope Vegan Proposers Qualification Statement.zip - Monday November 10, 2025 14:28:40
- Scrutinized Companies & E-Verify Affidavits - Affidavits of Complaince_E Verify.pdf - Monday November 10, 2025 13:53:33
- Non-Collusion Affidavit & Acknowledgement & Anti Human Trafficking Affidavit - Non Collusion Addidavit and Anti Human Trafficking Affidavit.pdf - Monday November 10, 2025 13:55:10
- Foreign Entity Affidavit & Anti-Kickback Affidavit - Foreign Entity Affidavit and Anti Kicback Affdavit.pdf - Monday November 10, 2025 14:03:09
- Certificate of Insurance Requirements - Certificate of Liability Insurance.pdf - Tuesday November 04, 2025 16:13:41
- Proof of State Certified or Professional Licenses - State License 2025.pdf - Tuesday November 04, 2025 16:21:59
- Any Extra Information Proposer Would Like to Add - Fictitous Name Dope Vegan.pdf - Monday November 10, 2025 09:37:25
- Technical / Operational Proposal - Final Technical and Operational Plan .docx - Monday November 10, 2025 09:38:01
- Financial Proposal Requirements (includes all items requested in Section III - Dope_Venture_Partners_LLC_Business_Income_Statement_2024_2025_BoyntonBeach_FINAL.docx - Tuesday November 04, 2025 05:52:23
- Additional Document - Other Document_W9_PBG County Inspector _Litigation History Disclosure.zip - Monday November 10, 2025 14:38:26

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons

of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

- The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
- During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
- The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
- Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
- The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City’s suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local

governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

A. Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

B. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

C. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

D. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

E. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants 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. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

> Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.
B. Upon request from the City's custodian of public records, provide the City 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, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant 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.
E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law,

shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

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

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Rhona Nain, CEO, Dope Venture Partners LLC

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
25-032R - SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK - Addendum No. 2 Wed October 29 2025 09:28 AM	☑	--
25-032R - SNACK BAR CONCESSIONAIRE BOYNTON BEACH OCEANFRONT PARK - Addendum No. 1 Fri October 24 2025 01:17 PM	☑	10

Grab.Go.Glow.

DOPE VEGAN

Boynton Beach Oceanfront Park Snack Bar Concessionaire

Oral Presentation | January 15, 2026

Presentation By Rhona Nain, CEO



WHO WE ARE

A Proven, High-Volume Brand Recognized by Our Community

- Community-driven food brand designed for high-volume service
- Hospitality-forward customer experience at the core of everything we do
- 4.8-star average rating across social platforms driven by repeat guests
- Featured by local and regional media outlets
- Trusted partner for major venues and large-scale events

NEXT SLIDE

WHY OCEANFRONT PARK + WHY NOW

Grab. Go. Glow. — A Simple, High-Performing Service Model

- Fast, beach-friendly grab-and-go model designed for park traffic
- Health-conscious, family-friendly menu with broad appeal
- Clean, efficient operations that protect the park environment
- Creates a vibrant destination that complements Boynton’s coastal identity

NEXT SLIDE



CONCEPT OVERVIEW

Grab. Go. Glow. — A Simple, High-Performing Service Model

- Quick-service workflow: order → prep → pickup (smooth flow, minimal congestion)
- Designed to keep ticket times fast without sacrificing quality
- Clear menu boards, organized pickup, and hospitality at the window
- Consistency supported by prep systems + trained team

NEXT SLIDE




GRAB. GO. GLOW.
EST. 2021
DV
DOPE VEGAN
GRAB
cup
Serve
Day

WHAT WE'LL SERVE

Snack Bar Items That Fit a Beach Day

- Signature burgers & sandwiches (plant-based comfort classics)
- Gourmet hotdogs, sides, smoothies, lemonades
- Iced coffee + matcha for morning-to-afternoon traffic
- Rotating seasonal specials + "Boynton exclusives" over time



NEXT SLIDE

SNACK SAMPLES PROVIDED

Examples of the Snack Types We'll Provide

- *Signature Dope Burger* — our flagship handcrafted plant-based burger
- *Dope Fried Chick'n* — crispy, craveable, and a customer favorite
- *Dope Sauce* — our house-made signature sauce that defines the brand



FULLY PLANTBASED, BROADLY LOVED

Menu Scope: 100% Plant-Based — Designed for Everyone

- 100% plant-based menu by design
- Over 80% of our customers are not vegan
- Loved by meat reducers, flexitarians, traditinal eaters and vegetarians
- Flavor-forward food that surprises first-time guests
- Plant-based menu allows us to thoughtfully accommodate dietary needs, including gluten-free options for guests with sensitivities



NEXT SLIDE



CUSTOMER REVIEWS!

★★★★★

“I didn’t even realize this was vegan — the flavor and texture were amazing.”

★★★★★

“This was my first vegan burger and I’ll definitely be back.”

★★★★★

“So good that even my non-vegan friends were blown away.”

★★★★★

“Hands down one of the best burgers I’ve had — vegan or not.”

★★★★★

“Incredible flavor, great service, and you forget it’s plant-based.”



STAFFING PLAN

Staffing Coverage: Onsite at All Times

- Minimum staffing: 2 team members onsite at all times
- Peak periods: 3 team members onsite
- Cross-trained team for order taking, food execution, and cleanliness
- Staffing scales based on demand, events, and seasonal traffic



NEXT SLIDE

OPERATIONS & CLEANINESS

Clean, Efficient, and Park-Appropriate

- Fast workflow designed for a small footprint
- Consistent opening/closing cleaning checklists
- Eco-friendly packaging + waste management approach
- Service that keeps the area welcoming and well maintained



NEXT SLIDE

VALUE TO CITY (REVENUE + COMMUNITY)

What Boynton Beach Gains

- Fast workflow designed for a small footprint
- Consistent opening/closing cleaning checklists
- Eco-friendly packaging + waste management approach
- Service that keeps the area welcoming and well maintained

NEXT SLIDE

EST. 2021

DOPE VEGAN

CITY OF BOYNTON BEACH

We're Ready to Serve

OCEANFRONT PARK

Thank You!

OUR TEAM



RHONA NAIN
CEO (KEY PERSONNEL & CITY LIAISON)
·MBA, has over 10 years of marketing and operations experience and successfully scaled a startup from 3 to 31 locations within three years.



ELIZABEST SINGLETON
COO
·Brings 19+ years in supply-chain management at Cheney Brothers, one of South Florida's largest food distributors.



JOHN LEJEUNE
BUSINESS DEVELOPMENT OFFICER
·M.S. in Organizational Leadership, has driven growth across public and private sectors and owns Big John's Eatery, a successful breakfast concept.

NEXT SLIDE

EST. 2021
DV
DOPE VEGAN

EXHIBIT D

EQUIPMENT TO BE PROCURED - OCEANFRONT PARK SNACKBAR CONCESSIONAIRE		
COOKING EQUIPMENT		
Vulcan VC4ED Electric Full Size Convection Oven on legs	$	4,200.00
Merrychef Eikon E4 High Speed Countertop Convection Oven	$	4,000.00
Refrigeration		
Avantco A-19R-HC 29" Solid Door Reach-In Refrigerator	$	1,249.00
Atosa MBF8005GR Freezer	$	2,993.00
Avantco SS-UC-48R-HC 48" Undercounter Refrigerator	$	1,559.00
PREP EQUIPMENT		
Avantco Sandwich Refrigerated Prep Table	$	1,34
COFFEE EQUIPMENT		
Bunn 04275.0031 VPS 12 Cup Pourover Coffee Brewer with 3 Warmers - 120V	$	567.00
ICE CREAM CABINET		
Coldline Ice Cabinet DP-160-FSG 26”	$	895.00
Beverage Equipment		
Vitamix Quiet One Commercial Blender	$	1,158.05
Narvon 90-98 mm PP/PET Automatic Cup Sealing Machine	$	1,299.00
Coldline ICE80 80 lb. Undercounter Half Cube Ice Machine with 33 lb. Bin, Air Cooled	$	895.00
TOTAL EQUIPMENT COST	**$**	**19,269.05**

EXHIBIT E

Equipment Repayment Due Date Schedule

2026 Repayment Dates

- **June 1:** Monday
- **July 1:** Wednesday
- **August 3:** Monday
- **September 1:** Tuesday
- **October 1:** Thursday
- **November 2:** Monday
- **December 1:** Tuesday

2027 Repayment Dates

- **January 4:** Monday
- **February 1:** Monday
- **March 1:** Monday
- **April 1:** Thursday
- **May 3:** Monday
- **June 1:** Tuesday
- **July 1:** Thursday
- **August 2:** Monday
- **September 1:** Wednesday
- **October 1:** Friday
- **November 1:** Monday
- **December 1:** Wednesday

2028 Repayment Dates

- **January 3:** Monday
- **February 1:** Tuesday
- **March 1:** Wednesday
- **April 3:** Monday
- **May 1:** Monday
- **June 1:** Thursday
- **July 3:** Monday
- **August 1:** Tuesday
- **September 1:** Friday
- **October 2:** Monday
- **November 1:** Wednesday
- **December 1:** Friday

2029 Repayment Dates

- **January 2:** Tuesday
- **February 1:** Thursday
- **March 1:** Thursday
- **April 2:** Monday

- **May 1:** Tuesday
- **June 1:** Friday
- **July 2:** Monday
- **August 1:** Wednesday
- **September 4:** Tuesday (Labor Day is Sept 3)
- **October 1:** Monday
- **November 1:** Thursday
- **December 3:** Monday

2030 Repayment Dates

- **January 2:** Wednesday (New Year's is Jan 1)
- **February 1:** Friday
- **March 1:** Friday
- **April 1:** Monday
- **May 1:** Wednesday

EXHIBIT F

DOPE VEGAN

Grab • Go • Glow

BURGERS & SANDWICHES

Plant-Powered • Served with house hand cut chips

The Plain Jane $14
Juicy seasoned plant-powered patty with lettuce, tomato, pickles, mayo, mustard & plant-based cheese

We're Beefing Burger $15
Savory plant-powered burger patty with sautéed mushrooms, caramelized onions, lettuce, tomato, BBQ & Chili Sauce

DFC Chick'n Sandwich $15
Crispy plant-powered chick'n tenders with lettuce, tomato, pickles & signature Dope Heat sauce

The Dope Burger $15
Juicy plant-powered patty with melty plant-based cheese, smoked tempeh bacon, caramelized onions, lettuce, tomato & Dope Sauce

The Avolanche Burger $15
Plant-powered patty with melty plant -based cheese, fresh avocado & red onion

SPECIALTY SANDWICHES & SUBS

Plant-Powered
• Served with house hand cut chips

Phill My Belly $15
Philly-style plant-powered cheesesteak with steak-style tips, peppers, onions & plant-based cheese

Chick'n Parm Sub $15
Plant-powered chick'n cutlet with marinara & plant-based cheese

Meatball Sub $15
Plant-powered seasoned "meatballs" baked with marinara & plant-based cheese

BOWLS, WRAPS & SALADS

Plant-Powered
• Served with house hand cut chips

Beach Bowl – $12
Mixed greens, roasted corn, cherry tomatoes, cucumber, avocado & Sweet Heat Aioli
Add Chick'n +$3 | Add Steak Style +$3

Classic Caesar Salad – $10
Romaine, plant-based parmesan & croutons
Add Chick'n +$3

Wrap of the Day – $12
Chef-inspired rotating wrap

Acai Bowl – $12
Classic Crunch – banana, strawberries & granola
Tropical Glow – pineapple, coconut & granola

TGIF – THANK GOD IT'S FRANK

Plant-Powered
• Served with house hand cut chips

Classic Frank $11
100% plant-powered frank with choice of toppings

Sausage & Peppers Frank $13
Plant-powered frank with sautéed peppers & onions

VALUE COMBOS

Plant-Powered
• Includes house hand cut chips & standard drink

Thank God It's Frank Combo $14
Plant-powered frank with chips & drink

Sausage & Peppers Combo $15
Plant-powered frank with sautéed peppers, chips & drink

Chick'n Tenders Combo $15
Five crispy plant-powered chick'n tenders with chips & drink

Wrap Combo $14
Plant-Curated chef-inspired rotating wrap with chips & drink

Salad Combo $15
Classic Caesar with plant-powered chick'n, chips & drink

DOPE VEGAN

Grab • Go • Glow

SIDES & SMALL PLATES

Plant-Powered

House Hand Cut Chips $5
Crispy, golden, house-cut potatoes seasoned to perfection

Corn with an Attitude $6
Sweet roasted corn tossed with signature spice blend

Seasonal Side Salad $6
Fresh seasonal greens & vegetables with house vinaigrette

Dope Burger Egg Rolls $8
Oven-baked plant-powered egg rolls served with dipping sauce

FRESH CLASSICS

Non-Vegan

All-American Beef Hot Dog $6
Classic beef hot dog.

All-American Beef Hot Dog Combo $10
Served with kettle chips & standard drink.

Chicken Caesar Wrap $11
Grilled chicken, crisp romaine, parmesan, and Caesar dressing.

Turkey & Cheese Wrap $11
Sliced turkey, fresh lettuce, and cheese in a soft wrap.

Chicken Caesar Salad $12
Grilled chicken over romaine with parmesan and classic Caesar dressing.

Ham & Cheese Croissant $12
Flaky croissant layered with sliced ham and melted cheese.

Chicken Salad Croissant $12
Buttery croissant filled with house-made chicken salad.

SWEET TREATS

Plant-Powered

Soft Serve $5
Vanilla or chocolate swirl

Fresh-Baked Cookie $4
Warm, soft-baked cookie — perfectly sweet.

Banana Bread $5
Moist, golden banana bread baked fresh.

Add toppings +$1
Sprinkles • Chocolate drizzle • Caramel • Crushed cookies

DRINKS

Plant-Powered

Cold-Pressed Juices (12 oz) $10
Green Goddess, Watermelon Pineapple Ginger

Fresh Lemonade $5
Classic, Strawberry

Smoothies $8
Strawberry Banana, Mango Pineapple

COFFEE

Plant-Powered

Hot Coffee $5
Caramel, Hazelnut, or French Vanilla

Iced Coffee $6
Caramel, Hazelnut, or French Vanilla

Iced Matcha $7
Smooth matcha green tea served chilled

SNACK BAR CONSESSION AGREEMENT

City of Boynton Beach & Dope Venture Partners, LLC dba Dope Vegan

Oceanfront Park

6415 N Ocean Blvd, Ocean Ridge, FL

Fabien Desrouleaux, CPRE
Assistant Director of Recreation & Cultural Services

Contract Terms

Initial Term	4 years — 2026 through 2030
Renewal Option	One (1) additional 4-year term, same terms
Non-Renewal Notice	180 days written notice required
Termination for Cause	30-day cure period after written notice
Termination for Convenience	Minimum 6 months written notice by City
Security Deposit	$5,000 due upon execution
Equipment Advance	$19,269.05 City-procured; repayment absolute & irrevocable
Minimum Hours	40 hrs/week open to public
Minimum Staffing	2 staff always; 3 during peak periods

Revenue & Rent Schedule

Period	Monthly Rent	Annual Rent	Notes
Year 1	$1,800/mo	$14,400	4-month waiver at start
Year 2	$1,800/mo	$21,600	Full year
Year 3	$1,800/mo	$21,600	Full year
Year 4	$1,800/mo	$21,600	Full year
4-Year Total	—	**$79,200**	Excluding equipment advance

Late Payments:

- Late charge: greater of $40 or 10% of overdue amount (after 5-day grace period)
- Underpayment over 0.5% triggers 15% liquidated damages + audit cost reimbursement
- Holdover tenancy billed at 150% of Base Rent + average monthly Revenue Share

MENU

BURGERS & SANWICHES

(Plant-Powered, served with house hand cut chips)

- The Plain Jane $14
- We're beefing Burger $15
- DFC Chick'n Sandwich $15
- The Dope Burger $15
- The Avolanche Burger $ 15

SPECIALTY SANDWICHES & SUBS

- Phil My Belly $15
- Chick'n Parm Sub $15
- Meatball Sub $15

TGIF-THANK GOD IT'S FRANK

- Classic Frank $11
- Sausage & Peppers Frank $13

VALUE COMBOS

(Includes chips & drink)

- Thank God It's Frank Combo $14
- Sausage & Peppers Combo $15
- Chick'n Tenders Combo $15
- Wrap Combo $14
- Salad Combo $15

BOWLS, WRAPS & SALADS

- Bach Bowl $12
- Classic Ceasar Salad $10
- Wrap of the Day $12
- Acai Bowl $12

SIDES & SMALL PLATES

- House hand cut chips $5
- Corn with an attitude $6
- Seasonal side salad $6
- Dope burger egg rolls $8

SWEET TREATS

- Soft serve $5
- Fresh-baked cookie $4
- Banana bread $5
    - add toppings $1

DRINKS

Cold-Pressed Juices 12oz $10

Fresh Lemonade $5

Smoothies $8

COFFEE

Hot Coffee $5

Ices Coffee $6

Iced Matcha $7

FRESH CLASSICS

- All-American Beef Hot Dog $6
- Hot Dog Combo (chips & Drink) $10
- Chicken Ceaser Wrap $11
- Turkey & Cheese Wrap $11
- Chicken Ceasar Salad $12
- Ham & Cheese Croisant $12
- Chicken Salad Croissant $12

Questions?

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Resolution No. R26-075- Approving the final rankings for Request for Qualifications (RFQ) No. 26-011Q for Comprehensive Vulnerability Assessment (Grant Funded), as recommended by the Evaluation Committee and authorizing City staff to negotiate a contract with the recommended top-ranked proposer, Collective Water Resources, LLC, in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).

Requested Action: Staff recommends approval of Proposed Resolution No. R26-075.

Explanation of Request: Boynton Beach is updating its 2021 Climate Change Vulnerability Assessment to comply with Florida's Resilient Florida Act, which now requires risk analysis across two planning horizons (2050 and 2080), current NOAA sea-level rise scenarios, and detailed GIS asset inventories. The update, funded through the Resilient Florida Program, will address the City's key climate threats, including flooding, sea level rise, storm surge, and extreme heat, while complementing existing plans such as the Climate Adaptation Plan and Stormwater Master Plan to better protect infrastructure, residents, and quality of life.

Therefore, in accordance with the Consultant's Competitive Negotiations Act (CCNA), section 287.055, Florida Statutes, the City issued RFQ No. 26-011Q on December 19, 2025, to select a qualified firm to develop a comprehensive Vulnerability Assessment (VA) that will update the findings from the previous assessment completed in 2021 to align with statutory changes outlined in section 380.093, Florida Statutes.

The solicitation closed on January 21, 2026, with twelve (12) firms submitting proposals.

An Evaluation Committee was convened to review and score the proposals in accordance with section 287.055, Florida Statutes. On March 30, 2026, the Committee shortlisted five (5) firms for interviews. Final presentations and interviews were conducted on April 14, 2026. The Evaluation Committee ranked the firms as follows:

Rank 1: Collective Water Resources LLC
Rank 2: EXP US Services, Inc.
Rank 3: Aptim Environmental and Infrastructure, LLC
Rank 4: Stantec Consulting Services, Inc.
Rank 5: WSB Engineering & Design Consulting

In accordance with section 287.055(5), Florida Statutes, if the City of Boynton Beach is unable to negotiate a satisfactory contract deemed fair, competitive, and reasonable with the highest-ranked firm, the staff requests approval to engage in negotiations with the second-highest-ranked firm. This process will continue as necessary with lower-ranked firms until a fair, competitive, and reasonable contract is achieved.

How will this affect city programs or services? Implementation of this project will significantly strengthen the City's planning and assessment of critical infrastructure, enhance community resiliency, and directly support the City's broader public safety and infrastructure sustainability objectives. Completing this assessment under the state of Florida Department of Environmental Protection's Resilient Florida Program will also bring us into statutory compliance with section 380.093, Florida Statutes, and ensure that the City of Boynton Beach remains eligible for future Resilient Florida Program grant funding.

This project also supports the City's resilience planning efforts by aligning identified vulnerabilities with recent legislative changes to section 380.093, Florida Statutes, ensuring that critical assets, City operations, and essential services are maintained during severe flooding or other hazardous climate-related events.

Budgeted Item: Yes

Account Line Item and Description: Funding in the amount of $150,000 is available through Utilities CIP Accounts for Project #US2601:
403-5000-536.31-90.

Fiscal Impact: This assessment is funded through a reimbursable grant from the Florida Department of Environmental Protection's Resilient Florida Program (Grant Agreement No. 25PLN04). The grant provides funding support for the development of the City's updated Comprehensive Vulnerability Assessment, which is authorized per section 380.093(3)(b), Florida Statutes (F.S.).

Attachments:
R26-075 Agenda_Item__4511-2026_Resolution_for_RFQ_No._26-011Q_Final_Ranking.docx
1. RFQ 26-011Q Notice of Intent to Negotiate.pdf
2. 26-011QEvaluationSummary.pdf
3. 26-011Q Comprehensive Vulnerability Assessment (Grant Funded).pdf

RESOLUTION NO. R26-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FINAL RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 26-011Q FOR COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED), AS RECOMMENDED BY THE EVALUATION COMMITTEE AND AUTHORIZING CITY STAFF TO NEGOTIATE A CONTRACT WITH THE RECOMMENDED TOP-RANKED PROPOSER, COLLECTIVE WATER RESOURCES, LLC, IN ACCORDANCE WITH SECTION 287.055, FLORIDA STATUTES, OTHERWISE KNOWN AS THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City is updating its 2021 Climate Change Vulnerability Assessment to comply with Florida's Resilient Florida Act, which now requires risk analysis across two planning horizons (2050 and 2080), current NOAA sea-level rise scenarios, and detailed GIS asset inventories. The update, funded through the Resilient Florida Program, will address the city's key climate threats — including flooding, sea level rise, storm surge, and extreme heat — while complementing existing plans such as the Climate Adaptation Plan and Stormwater Master Plan to better protect infrastructure, residents, and quality of life; and

WHEREAS, therefore, in accordance with the Consultant's Competitive Negotiations Act ("CCNA"), section 287.055, Florida Statutes, the City issued Request for Qualifications ("RFQ") No. 26-011Q on December 19, 2025, to select a qualified firm to develop a comprehensive Vulnerability Assessment that will update the findings from the previous assessment completed in 2021 to align with statutory changes outlined in Section 380.093, Florida Statutes; and

WHEREAS, the solicitation closed on January 21, 2026, with twelve (12) firms submitting proposals; and

WHEREAS, an Evaluation Committee was convened to review and score the proposals in accordance with section 287.055, Florida Statutes. On March 30, 2026, the Committee shortlisted five (5) firms for interviews. Final presentations and interviews were conducted on April 14, 2026. The Evaluation Committee ranked the firms as follows:

Rank 1: Collective Water Resources LLC

Rank 2: EXP US Services, Inc.

Rank 3: Aptim Environmental and Infrastructure, LLC

Rank 4: Stantec Consulting Services, Inc.

Rank 5: WSB Engineering & Design Consulting; and

WHEREAS, in accordance with section 287.055(5), Florida Statutes, if the City of Boynton Beach is unable to negotiate a satisfactory contract deemed fair, competitive, and reasonable with the highest-ranked firm, the staff requests approval to engage in negotiations with the second-highest-ranked firm. This process will continue as necessary with lower-ranked firms until a fair, competitive, and reasonable contract is achieved; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the final rankings for RFQ No. 26-011Q for Comprehensive Vulnerability Assessment (Grant Funded), as recommended by the Evaluation Committee and authorizing City staff to negotiate a contract with the recommended top-ranked proposer, Collective Water Resources, LLC, in accordance with section 287.055, Florida Statutes, CCNA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the final rankings for RFQ No. 26-011Q for Comprehensive Vulnerability Assessment (Grant Funded), as recommended by the Evaluation Committee and authorizing City staff to negotiate a contract with the recommended top-ranked proposer, Collective Water Resources, LLC, in accordance with section 287.055, Florida Statutes, CCNA.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-075

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
Interim City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

The City of
Boynton Beach

PROCUREMENT SERVICES
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
561-742-6310

NOTICE OF INTENT TO NEGOTIATE/AWARD

SOLICITATION NO. RFQ No. 26-011Q

SOLICITATION TITLE: Comprehensive Vulnerability Assessment (Grant Funded)

DATE OF NOTICE: April 14, 2026

At the Final Ranking Evaluation Committee meeting held on April 14, 2026, the Evaluation Committee for the above referenced solicitation scored and ranked the firm's submittals as follows:

Rank 1: Collective Water Resources, LLC
Rank 2: EXP US Services, Inc.
Rank 3: Aptim Environmental & Infrastructure, LLC
Rank 4: Stantec Consulting Services, Inc.
Rank 5: WSB Engineering & Design Consulting

The Intent to Negotiate/Award will be presented to City Commission on May 5, 2026, as a recommendation to approve the Evaluation Committee Final Rankings and authorize staff to enter into negotiations with the highest ranked firm: **Collective Water Resources, LLC.**

This Notice is conditioned upon and subject to the City of Boynton Beach's reservation of rights as contained in the RFQ documents and approval by the City Commission.

In accordance with Florida Statute 287.055(5), should the City of Boynton Beach be unable to negotiate a satisfactory contract with the highest-ranked firm, the City will subsequently engage in negotiations with the second highest-ranked firm, and continue this process as necessary with lower-ranked firms.

In accordance with Section 2-355 of the Palm Beach County Code of Ordinances, the Cone of Silence remains in effect for this solicitation until award, rejection, or other action is taken by the applicable award authority to otherwise end the solicitation process.

Submitted by:

Theresa Gonzalez, Senior Procurement Specialist - Utilities

Bid Number: 26-011Q

Bid Name: Comprehensive Vulnerability Assessment (Grant Funded)

Closing Date: 1/21/2026 3:00:00 PM

Number of Submissions Received: 12

Evaluation: Start Date - End Date: 1/21/2026 12:00:00 AM **-** 4/14/2026 3:00:00 PM

Consensus Meeting: 4/14/2026 3:00:00 PM

EVALUATORS

	Name	Stage
1.	Theresa Gonzalez	Submittal Compliance, Certified Minority Business Enterprise
2.	Luiza Pessoa Guazzelli	Adequacy of Personnel - Firms Qualifications, Qualifications of Project Manager Team-Individual (key contract members), and Availability of Specialty Resources, Experience - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work, Past Record - References of Past Performance, Overall Competency – Willingness to meet time and budget, current and projected workloads, and location, Interviews and Presentations
3.	Alannah Irwin	Adequacy of Personnel - Firms Qualifications, Qualifications of Project Manager Team-Individual (key contract members), and Availability of Specialty Resources, Experience - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work, Past Record - References of Past Performance, Overall Competency – Willingness to meet time and budget, current and projected workloads, and location, Interviews and Presentations
4.	Michele De Freitas	Adequacy of Personnel - Firms Qualifications, Qualifications of Project Manager Team-Individual (key contract members), and Availability of Specialty Resources, Experience - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the

		Scope of Work, Past Record - References of Past Performance, Overall Competency – Willingness to meet time and budget, current and projected workloads, and location, Interviews and Presentations

STAGES

Number	Name	Type	Weight
N/A	Submittal Compliance	Compliance	N/A
1	Adequacy of Personnel - Firms Qualifications, Qualifications of Project Manager Team-Individual (key contract members), and Availability of Specialty Resources	Evaluation	30.00
2	Experience - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work	Evaluation	30.00
3	Past Record - References of Past Performance	Evaluation	10.00
4	Overall Competency – Willingness to meet time and budget, current and projected workloads, and location	Evaluation	25.00
5	Certified Minority Business Enterprise	Evaluation	5.00
7	Interviews and Presentations	Interview	25.00
		Grand Total:	125.00

SCORES

Submittal Compliance

Vendor	Score
Aptim Environmental & Infrastructure, LLC	Pass
Chen Moore and Associates	Pass

Collective Water Resources, LLC	Pass
Craig A. Smith & Associates	Pass
EXP	Pass
Fernleaf	Pass
Integrated Solution Consulting	Pass
Kimley-Horn and Associates, Inc.	Pass
South Florida Engineering and Consulting	Pass
Stantec Consulting Services Inc.	Pass
Weston & Sampson Engineers, Inc.	Pass
WSB Engineering & Design Consulting	Pass

1 Adequacy of Personnel - Firms Qualifications, Qualifications of Project Manager Team-Individual (key contract members), and Availability of Specialty Resources

Vendor	Score out of 30.00
Aptim Environmental & Infrastructure, LLC	28.50
Collective Water Resources, LLC	29.00
EXP	27.50
Stantec Consulting Services Inc.	28.00
WSB Engineering & Design Consulting	25.50

2 Experience - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work

Vendor	Score out of 30.00
Aptim Environmental & Infrastructure, LLC	26.00
Collective Water Resources, LLC	28.50
EXP	28.00
Stantec Consulting Services Inc.	28.00
WSB Engineering & Design Consulting	26.50

3 Past Record - References of Past Performance

Vendor	Score out of 10.00
Aptim Environmental & Infrastructure, LLC	9.83
Collective Water Resources, LLC	9.33
EXP	9.67
Stantec Consulting Services Inc.	9.00
WSB Engineering & Design Consulting	8.83

4 Overall Competency – Willingness to meet time and budget, current and projected workloads, and location

Vendor	Score out of 25.00
Aptim Environmental & Infrastructure, LLC	22.50
Collective Water Resources, LLC	23.75
EXP	20.83
Stantec Consulting Services Inc.	22.08
WSB Engineering & Design Consulting	22.92

5 Certified Minority Business Enterprise

Vendor	Score out of 5.00
Aptim Environmental & Infrastructure, LLC	2.50
Collective Water Resources, LLC	2.50
EXP	2.50
Stantec Consulting Services Inc.	2.50
WSB Engineering & Design Consulting	2.50

7 Interviews and Presentations

Vendor	Score out of 25.00
Aptim Environmental & Infrastructure, LLC	21.67
Collective Water Resources, LLC	24.58
EXP	23.33
Stantec Consulting Services Inc.	20.83

WSB Engineering & Design Consulting	20.42

CUMULATIVE SCORE RESULTS

Rank	Vendor	Score out of 125.00
1	Collective Water Resources, LLC	117.66
2	EXP	111.83
3	Aptim Environmental & Infrastructure, LLC	111.00
4	Stantec Consulting Services Inc.	110.41
5	WSB Engineering & Design Consulting	106.67

REQUEST FOR QUALIFICATIONS (RFQ)

REVISED

COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)

RFQ No. 26-011Q

PUBLISH DATE:	**December 19, 2025**
ADVERTISEMENT DATE:	**December 19, 2025**
NON-MANDATORY PRE-QUALIFICATION MEETING:	**December 30, 2025 by 9:00 AM**
QUESTION SUBMISSION DEADLINE:	**January 11, 2026 by 3:00 PM**
QUALIFICATION DUE & OPENING DATE:	**January 21, 2026 by 3:00 PM**
PRE-PROPOSAL LOCATION:	**City of Boynton Beach Room 115 100 E. Ocean Avenue Boynton Beach, FL 33435**
SUBMISSIONS:	Boynton-beach.bidsandtenders.net

Bids&tenders Online Submission Only

REQUEST FOR QUALIFICATIONS
COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)
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Exhibit A – FDEP Grant Agreement No. 25PLN04

Exhibit B – Multi-Jurisdictional Climate Change Vulnerability Assessment (Final Project Report, July 2021)

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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO OFFERORS

REQUEST FOR QUALIFICATIONS
FOR
COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)
RFQ. No. 26-011Q

Electronic Requests for Qualification (RFQs) shall be received by the e-procurement system up until **January 21, 2026; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise, and may not be withdrawn within ONE HUNDRED TWENTY DAYS (120) days after such date and time.

All RFQs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFQs received after the assigned date and time. For the above reasons, it is recommended that the Offeror(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach is seeking a qualified selected firm to develop a comprehensive Vulnerability Assessment (VA) that will update the findings from the previous assessment completed in 2021 to align with statutory changes outlined in Section 380.093, Florida Statutes. The project will include detailed analyses of vulnerabilities and risks associated with rainfall-induced flooding, storm surge, and tidal flooding. Asset classes to be evaluated include critical facilities, water infrastructure, property, transportation and mobility, people and socioeconomics, economic factors, and natural resources. The Project will also include public outreach and stakeholder engagement. This project is grant funded by the Resilient Florida Program.

The Offeror(s) shall act as an independent Consultant and not as an employee of the City.

Questions related to the RFQ are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific Solicitation.

PRE-QUALIFICATION CONFERENCE:

A **NON-MANDATORY** Pre-Qualification Conference is scheduled for **December 30, 2025**, **at 9:00 A.M**. to be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting qualification packages, and discuss other relevant issues.

In the event that any discussions or questions at the pre-qualification meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Offeror or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Offeror. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals/Bids unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

CITY OF BOYNTON BEACH

COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)

SECTION I – INSTRUCTION TO OFFERORS – SUBMISSION REQUIREMENTS

PROCUREMENT DIVISION

Our Mission Statement: ***We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.***

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Our Purpose: **The City of Boynton Beach's procurement division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.**

Key Goals: *As guardians of the public trust, our procurement division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening Solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"Application for Payment"
The form acceptable to the Contract Administrator is used by the Consultant during the work in requesting progress or final payments and is accompanied by such supporting documentation as is required by the Contract Documents.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in

writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"

The contract documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant "

The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Offeror.

"Defective"

An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

"Contract Manager"

The City's authorized Contract representative.

"Effective Date of the Agreement"

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"

City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"End User (EU)"

An internal member of the city staff has requested a procurement service. Also known as a Stakeholder (SH)

"Qualification Package"

Submission from the Offeror or Firm for this request for qualification.

"Interested parties"

Firms or offerors interested in the solicitation plan to eventually create and submit a qualification package.

"Notice to Proceed (NTP)"

A written notice given by the City to the Consultant fixing the date on which the Contract Time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"

The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"

The Procurement Division - Department of Finance of the City of Boynton Beach.

"Offeror/Offeror/Responder"

Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"Request for Qualifications (RFQ)"

Is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications such as expertise, skills, experience, and other project-specific factors. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals.

"Sub-Consultant"

Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Consultant.

"Responsible Offeror or Firm"

This means a person or firm capable of fully performing the requirements in the RFQ and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Offeror or Firm"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFQ.

"Written Amendment"

A written amendment of the Contract Documents, signed by the CITY and the Consultant on or after the Agreement's Effective Date typically deals with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

Work Order, Project, Services, or Program"

All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFQ.

The following instructions are given to guide Offerors in inadequately preparing their responses. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of Interest (LOI)
Q = Request for Qualifications (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.2 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Qualification (RFQ)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, such as expertise, skills, experience, and other project-specific factors. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act (CCNA), FS Chapter 287.055.

Pricing is not submitted as part of this evaluation process for submitted qualification proposals.

Fair and reasonable fees are negotiated with the top-ranked firm for an agreed-upon scope of services.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV – EVALUATION OF QUALIFICATION PACKAGES.

1.3 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Offerors are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
E. For the above reasons, sufficient time is recommended to complete your RFQ Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.
F. Offerors should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.
G. The e-procurement system will send a confirmation email to the Offeror advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.4 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Qualification Package, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made

during site visits or in review of applicable laws with the Qualification Package Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Qualification Package Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.5 ELIGIBILITY OF OFFEROR

To be eligible to respond to participate in this RFQ, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach, or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.6 QUALIFICATIONS OF OFFERORS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City plans to review this RFQ in accordance with Florida Statute 287.055 and any CCNA requirements.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFQ response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.7 PRE-QUALIFICATION CONFERENCE

The city may hold a pre-qualification conference for this project. The information regarding such a meeting will be noted on the 1st page of this document.

1.8 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Offerors through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Offeror to have received ALL addenda issued.

Offerors should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Offeror submits their proposal before the BID closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Offeror can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Offeror is solely responsible for creating any required adjustments to their Bid/Proposal, acknowledging the addenda, and ensuring the re-submitted Bid/Proposal is RECEIVED by the e-procurement System no later than the stated Bid/Proposal closing time and date.

B. The Offeror is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.

C. Any and all responses to questions or inquiries, interpretations, and supplemental

instructions will be in the form of a written addenda, which, if issued, will be posted through bids and tenders.

D. No verbal interpretations may be relied upon.

E. Failure of any Offeror to receive any such addenda or interpretation shall not relieve any Offeror from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.

F. Offeror shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.

G. It is the Offeror's responsibility to have received all issued addenda. Offerors should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event additional addenda are issued.

H. Interested parties may preview the solicitation documents with a Preview Watermark before registering for the opportunity. Documents are not provided in any other manner.

I. If any interested parties have received this RFQ packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.

J. No negotiations, decisions, or actions shall be initiated by the Offeror as a result of any discussions with a City employee.

K. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from Offerors submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

L. Late Submittal Responses are not permitted by the e-procurement system.

M. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Offeror has obtained this Solicitation from a third party, the responsibility is on the Offeror to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.

N. All expenses for making SUBMITTAL responses to the City are to be borne by the Offeror.

1.9 MISTAKES WITHIN RFQ

Offerors are cautioned to examine all terms, conditions, specifications, Scope of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the Offeror to any relief from the conditions imposed in the contract and may lead to the rejection of a proposal.

1.10 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC BID SUBMISSIONS ONLY.

B. **Hardcopy submissions are not permitted.**

C. Electronic Request for Qualifications/Request for Proposals/Invitation to Bid Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.

D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Offeror to have their Request for Qualifications/Request for Proposals/Invitation to Bid submittal submitted online.

E. All qualification packages shall be submitted in English.

1.11 RFQ FORMS

A. The Offeror will submit a response to the solicitation (RFQ) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Offeror must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

C. All qualification package forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

D. All qualification package submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

E. **THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE SUBMITTED / ACKNOWLEDGED WITH EACH BID:**

i Certification
ii Vendor Drug-Free Workplace
iii Qualification Statement
iv References
v Scrutinized Companies List
vi E-Verify Compliance
vii Sub-Contractor Form
viii Firm's Primary Ownership

F. **FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION**

i	Document Upload 1:	Complete Qualification Package as described in SECTION III – Detailed Qualification Package
ii	Document Upload 2:	Non-Collusive Affidavit & Acknowledgment
iii	Document Upload 3:	Scrutinized Companies Affidavit & E-Verify
iv	Document Upload 4:	Qualification Statement
v	Document Upload 5:	Litigation and Legal History Disclosure Requirement & Litigation History Form
vi	Document Upload 6:	Proof of State Certified or County Competency
vii	Document Upload 7:	Certificate of Insurance – Proof of Requirements & Internal Revenue Service Form W-9
viii	Document Upload 8:	Foreign Entity Ownership Affidavit
ix	Document Upload 9:	Anti-Kickback Affidavit & Anti-Human Trafficking Affidavit
x	Document Upload 10:	Certified Minority Business Enterprise

1.12 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.13 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.14 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Offeror, or if the investigation of such Offeror, fails to satisfy the City that such Offeror is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among Offerors. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.15 WITHDRAW OF PROPOSALS

Any responder may, without prejudice to themself, withdraw his response at any time prior to the

expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.16 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.17 SOLICITATION DEADLINE

The Offeror is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.18 RIGHTS OF THE CITY

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all RFP, RFQ, or BID during the procurement process.
C. Reissue a solicitation, including a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (ITB).
D. Extend the RFP, RFQ, or BID deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (ITB).
G. Consider and accept an alternate RFP/RFQ/ITB as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFQ procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Offeror(s) representing the most advantageous submission to the City.
J. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Offeror's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements/contracts with the City or other government entities.

1.19 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing and addressed to the Purchasing Director via hand delivery or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to an Invitation to Bid, Request for Proposal, or Request for Qualifications, it must be received before the bid submittal deadline date.

B. if the protest relates to any other matter relating to the bid, including, but not limited to, the award of an agreement/contract, the protest must be received no later than **THREE (3)** regular business days after the date of notification of intent to award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.20 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Offeror has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all agreement/contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to Agreement/contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.21 DISQUALIFICATION OF OFFEROR

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between Offerors.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under “Public Entity Crimes.”

1.22 INFORMATION AND DESCRIPTIVE LITERATURE

The Offeror must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Offeror may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products offered for proposal evaluation. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

1.23 INTERPRETATIONS

To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Offeror should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Offeror shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the “Submit a Question” button for this Bid, no later than ten (10) days prior to the solicitation deadline.

1.24 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Offeror should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Offeror.
B. If applicable, the Offeror shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the agreement/contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.
D. It is the responsibility of the Offeror to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the contract, inclusive of any renewals.
E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
F. Failure to meet this requirement shall be considered a default of the contract

1.25 SUB-CONSULTING

A. If a Offeror utilizes sub-consultants for any portion of a Contract for any reason, the Offeror should state the name and address of the sub-consultant and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Offeror if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time Contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-consultant will be equally responsible for meeting all requirements specified in this Request for Qualifications (RFQ).

F. Offerors are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.26 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.27 EXCEPTIONS BY OFFEROR

Incorporation in a proposal of exceptions to any portion(s), of the Contract documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

The use of the Offeror's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

1.28 TRADE SECRET

Any language contained in the Offeror's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Offeror submits any documents or other information to the City that the Offeror claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Offeror shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Offeror must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Offeror's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.29 ANTI-KICKBACK AFFIDAVIT

Each Offeror shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.30 CONFLICT OF INTEREST / GIFT POLICY

The Offeror represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Offerors shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a Offeror considered for a City contract.

In addition, the Offeror shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the Offeror.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Offeror shall not have activities or relationships (a) causing the Offeror to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Offeror's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.31 GIFT POLICY

No Offeror who is a party to, or receives a benefit from, this agreement/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Offeror who is a party to, or receives a benefit from, this agreement/contract.

1.32 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Offeror shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.33 AWARD OF CONTRACT:

A. Contracts or purchase orders will be awarded by the City to the most qualified, responsive, responsible Offeror whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Offeror, damages, if any, resulting from an award shall be limited to actual bid or proposal preparation costs incurred by the challenging Offeror.

D. In no case will the award be made until all necessary investigations have been made into the Offeror's responsibility and the City is satisfied that the most qualified, responsive, responsible Offeror is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.34 SIGNING OF CONTRACT:

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Contract to the city with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Contract would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Contract to the Consultant. At times, a purchase order will be issued in lieu of a contract agreement.

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COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)
RFQ No. 26-011Q

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT AGREEMENT

The City of Boynton Beach seeks to engage qualified engineering-led teams to submit qualifications for investigation, evaluation, design, and construction administration services. The Engineering Services required will consist of the environmental review, design, permitting, bidding, and construction phase services as a Consultant to the City of Boynton Beach. This project will be procured in accordance with 287.055 CCNA guidelines.

2.1 BACKGROUND

The City of Boynton Beach faces several climate-related risks that could significantly impact its residents, infrastructure, economy, and natural resources. As a low-lying coastal community, Boynton Beach is particularly vulnerable to tidal flooding, sea level rise, storm surge, heavy rainfall, and extreme heat; all of which are projected to intensify in the coming decades. Under Florida's Resilient Florida Program (Section 380.093, F.S.), municipalities are required to complete state-approved vulnerability assessments that evaluate risks from flooding, sea-level rise, and storm surge in order to qualify for resilience planning and implementation funding.

The City of Boynton Beach previously participated in a multi-jurisdictional Climate Change Vulnerability Assessment (CCVA) in 2021, in collaboration with the Coastal Resilience Partnership of Southeast Palm Beach County. This effort, initiated through a 2019 interlocal agreement, evaluated the City's exposure, sensitivity, and adaptive capacity to a range of climate threats. Vulnerability was assessed across multiple asset categories such as critical facilities, water infrastructure, transportation networks, economic systems, natural resources, and socioeconomic factors, using sea level rise projections for 2020, 2040, and 2070. The report identified several highly vulnerable areas, including older municipal buildings, major and minor roadways, and low-lying coastal zones subject to tidal flooding and future king tide impacts. Extreme heat emerged as an escalating risk, particularly for sensitive populations and heat-exposed infrastructure. The assessment informed the development of 32 adaptation strategies for Boynton Beach, covering infrastructure upgrades, land use planning, policy development, capacity building, community engagement, and funding pathways. These findings support the City's ongoing efforts to continue to guide local and regional resilience planning, grant applications, and implementation efforts.

Recent updates to Section 380.093, F.S. (the Resilient Florida Act) strengthen and expand the requirements for local government vulnerability assessments and statewide resilience planning. After July 1, 2024, cities and counties shall evaluate climate risks using at least two future planning horizons (2050 and 2080) and apply the 2022 NOAA intermediate-low and intermediate sea-level rise scenarios or certified local data from the Florida Flood Hub. The law now requires the analysis of multiple flooding perils, including tidal flooding, storm surge, rainfall-induced flooding from 100- and 500-year events, and, when feasible, compound flooding. Local governments are required to submit complete GIS datasets and detailed asset inventories for all critical and regionally significant assets expected to be impacted over the 50-year horizon. Additionally, the Statewide Flooding and Sea Level Rise Resilience Plan now follows a 3-year planning cycles instead of an annual update.

The purpose of this project is to update the existing 2021 vulnerability assessment to comply with the updated requirements under the Resilient Florida Program. This project is funded under the Resilient Florida Program and will better align with the statewide requirements for resilience planning. The project will also supplement recent plans and projects in which the City has undertaken, including the City's Climate Adaptation Plan, the Urban Heat Resilience Strategy, the Stormwater Master Plan, and the updates to the City's Comprehensive Plan. The Comprehensive Vulnerability Assessment will further the City's resiliency initiatives and contribute to the resident's

improved quality of life, preservation of critical infrastructure and assets, and the protection of life, health, safety, and property.

2.2 SCOPE OF SERVICES / GOAL

The City of Boynton Beach is seeking a qualified firm to develop a comprehensive Vulnerability Assessment (VA) that will update the findings from the previous assessment completed in 2021. The project will include detailed analyses of vulnerabilities and risks associated with rainfall-induced flooding, storm surge, and tidal flooding. Asset classes to be evaluated include critical facilities, water infrastructure, property, transportation and mobility, people and socioeconomics, economic factors, and natural resources. The Project will also include public outreach and stakeholder engagement.

The Vulnerability Assessment shall, more specifically, be consistent with revisions to Section 380.093, F.S., effective July 1, 2024. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks, as well as any assigned focus areas, if applicable. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

The amount for this project is not to exceed $150,000. The project is funded by the Resilient Florida Program, executed grant agreement No. 25PLN04.

2.3 TASKS/DELIVERABLES

This section outlines the required tasks and deliverables for the City of Boynton Beach Vulnerability Assessment. It defines the scope of work, performance standards, and reporting requirements to ensure the project is completed in alignment with the City's objectives and all applicable regulations. Each Firm shall carefully review these requirements and provide comprehensive cost estimates, schedules, methodologies, and resource plans for the successful completion of all specified tasks and deliverables. All work shall be performed in accordance with the City of Boynton Beach's standards, policies, and quality expectations.

Task 1: Acquire Background Data
Budget: $18,000
Estimated Task Due Date: 06/30/2026

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario-related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
- Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Task 1 Deliverables:

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses
Budget: $40,000
Estimated Due Date: 06/30/2026

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Task 2 Deliverables:

- GIS data containing the results of the exposure and sensitivity analyses, which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analysis results.

Task 3: Final Vulnerability Assessment Report
Budget: $80,000
Estimated Due Date: 09/30/2026

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Task 3 Deliverables:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
    - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
    - A summary of assigned focus areas, if applicable.
- Completed Critical Assets Basic Attributes Schema, Critical Assets Groups and Types, and VA Results Attribute Scheme consistent with the GIS Data Standards; and
- A signed VA Compliance Checklist Certification.

Task 4: Public Outreach Meetings and Stakeholder Engagement
Budget: $12,000
Estimated Due Date: 09/30/2026

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- Kick-off Meeting
    - The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.
- Public Outreach Meetings
    - The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.
    - The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.
- Public Presentation of the Final VA
    - The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Task 4 Deliverables:

- Kick-off Meeting: Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary

report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- Public Outreach Meetings: For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- Public Presentation of the Final VA: Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

2.4 PROJECT SCHEDULE/TIMELINE

The project shall commence on the date within five (5) days of the Design Firm's receipt of the Owner's "Notice to Proceed" unless the parties mutually agree otherwise in writing.

The Consultant shall achieve **Substantial Completion of the project no later than June 30, 2026.** Substantial Completion means the work is sufficiently complete to comply with the grant schedule.

The Consultant shall achieve **Final Completion no later than September 30, 2026.** Final Completion means all work is fully completed and accepted by the Owner.

Task No.	Task Title	Task Due Date
1	Acquire Background Data	06/30/2026
2	Exposure and Sensitivity Analyses	06/30/2026
3	Final Vulnerability Assessment Report	09/30/2026
4	Public Outreach Meetings and Stakeholder Engagement	09/30/2026

2.5 SERVICES TO BE PERFORMED

A Purchase Order and a detailed statement of work and project schedule shall be issued by the City based upon the stipulations of the Grant Award or when funding is made available. A firm fixed price will be based on the price proposal included in the contract at the time of contract execution. Payment in all cases will be subject to the completion of designated project milestones, the successful completion of tasks, and the City's acceptance of deliverables.

No work is authorized until such time as an executed Contract is fully executed by all Parties and the issuance of a Purchase Order. Any work provided under a revision, amendment, or change order to the purchase order is not authorized until the amendment is fully executed by all Parties.

Throughout the project duration, the City's Project Manager will conduct performance evaluations that will be documented and shared with the chosen Engineering firm. The City will keep a record of the project performance of this firm, which will play a significant role in the consideration for future contracts.

2.6 EXISTING CONDITIONS

The Consultant/Vendor(s) shall be responsible for verification of existing conditions, including research of all existing City records and other information.

2.7 BUDGET FOR PROJECT:

The City of Boynton Beach's budget for this project is **$150,000 which is funded by the Resilient Florida Program.**

Task No.	Task Title	Budget Amount

1	Acquire Background Data	$ 18,000
2	Exposure and Sensitivity Analyses	$ 40,000
3	Final Vulnerability Assessment Report	$ 80,000
4	Public Outreach Meetings and Stakeholder Engagement	$ 12,000
	Total	$ 150,000

2.8 AWARD of RFQ/SELECTION PROCESS:

Selection of the Consultant/Vendor(s) shall be a qualification-based selection in accordance with Florida Statutes §287.055, "Consultants Competitive Negotiation Act". The scoring criteria included in **SECTION IV** herein will be used in the evaluation and ranking of the Proposal based on the response within this RFQ by the Evaluation/Selection Committee.

2.9 RESPONSIBILITIES OF CONSULTANT:

Any firms submitting a qualification package for this RFQ shall understand that this project is funded by the Resilient Florida Program through the Florida Department of Environmental Protection (FDEP), executed grant agreement No. 25PLN04 (*Exhibit A*).

The Engineering/Design Team shall be responsible for verifying existing conditions relevant to the Vulnerability Assessment (VA), including review and research of all applicable City records, prior studies, GIS data, and other available information needed to support the updated VA. This work shall include incorporation and evaluation of findings from the City's previous Vulnerability Assessment completed in 2021 (*Exhibit B*).

The Engineering/Design Team shall maintain regular communication with the City's Project Manager to keep them fully informed of project progress, technical findings, public outreach activities, and stakeholder engagement efforts. Responsibilities include coordination of all project correspondence, documentation, assigned tasks, and any matters that arise during the development of the VA. These may include, but are not limited to: draft and final reports, data requests, technical memoranda, meeting minutes, schedules, progress updates, public meeting materials, and stakeholder engagement summaries.

The Engineering/Design Team shall provide all documentation required by the grantor to ensure compliance with funding requirements. This includes, but is not limited to, financial reporting, progress reports, deliverable documentation, and any other materials or forms requested by the funding agency.

All supporting data required for the VA, including geospatial datasets, modeling files, technical analyses, product information, method statements, public outreach materials, and other documentation, shall be submitted in digital format in accordance with City and grantor requirements.

2.10 PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(5) "Competitive Negotiation":

A. The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such a determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a- fixed-fee professional service contract **over $195,000** *(the threshold amount provided in s. 287.017 for CATEGORY FOUR)*, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price

was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

B. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.

C. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

2.9 GENERAL

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Offeror to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the contract's final terms, conditions, and pricing structure as may be in the City's best interest.

2.10 TIME SCHEDULE AND TIME FRAMES

Schedules shall be included in detailed work orders issued under the Contract and shall be based on the number of continuous calendar days following the work order execution date to complete specific tasks of the project. If the City reviews and comments are necessary to proceed with a task, then a specified City review time shall be included in the schedule.

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COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)
RFQ No. 26-011Q

SECTION III – SUBMISSION OF QUALIFICATION PACKAGE

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this REQUEST FOR QUALIFICATIONS (RFQ). As such, the substance of the Firms Qualification Package will carry more weight than its length, form, or manner of presentation.

The Technical Proposal should demonstrate the qualifications of the Offeror and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFQ requirements.

The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ expeditiously and economically, consistent with the city's needs. Additionally, the consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFQ.

3.2 CERTIFICATION AND LICENSES

Offerors must include copies of all applicable certificates and licensing, or business permits related to the Work specified herein with their proposals.

3.3 DETAILED QUALIFICATION PACKAGE

Prospective Offerors interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged. Each of the TEN (10) sections listed below shall be completed online through the e-procurement system and uploaded into DOCUMENT 1.

THE QUALIFICATION PACKAGE IS TO BE COMPLETED ONLINE

A. Letter of Interest

The Letter of Interest shall summarize the Offeror's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Offeror or person authorized to bind the Offeror to the submitted RFQ.

B. Firms Qualifications

a. The firm's technical capabilities, such as but not limited to, sea level rise modeling, inundation mapping experience, GIS database, CAD, and the understanding of mitigation efforts by a municipality.
b. Availability of qualified personnel; list all staff that will be assigned to this project with assigned duties and provide copies of their resumes demonstrating relevant education, certifications, and project experience.

C. Certified Minority Business Enterprise

Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

The Prime Consultant will receive 10 points meeting this definition, or any sub-consultants will receive 5 points utilizing the weights described in SECTION IV – EVALUATION OF QUALIFICATION PACKAGE if this requirement is met.

Note: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD"). If you are a Certified Minority Business Enterprise, please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD")

D. Offeror's Qualifications

a. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.
b. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
c. Please clearly describe all aspects of the project proposed.
d. Include details of your approach and work plans.
e. Identify any issues or concerns of significance that may be appropriate.
f. Identify any sub-consultants you propose to utilize to supplement your Firm's staff.
g. If the Principal Place of Business is different from the location specified in the Offeror's Qualification Statement, then the Offeror shall specify the office location where each project will be managed and produced.

E. Willingness to meet budget and timeline requirements:

Please advise if your firm is willing to meet the following time and budget requirements.

a. **Budget:** The Budget for this project is as follows:
   i $150,000
b. **Funding Sources:**
   i $150,000 – Resilient Florida Program

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation, which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

F. Location:

Please provide the address and the primary location on where work will be performed by your firm for this project. If services will be performed by different offices (such as a joint venture) provide a location for each firm.

G. Financial Stability and Required Financial Statements:

The Firm shall demonstrate financial stability and disclose any current or prior bankruptcy proceedings. Qualification Packages must include the two (2) most recent annual form 10-K filings for the Firm. Each 10-K must include, at a minimum:

a. Balance Sheet
b. Income Statement
c. Statement of Cash Flows
d. Statement of Equity
e. Independent Auditor's Report

If the Firm does not file form 10-Ks, it shall provide equivalent audited annual financial statement for the two most recent fiscal years containing the same elements listed above. If audited financial statements are not available, the Firm may submit non-audited financial statements along with complete federal tax returns for the last two (2) years.

H. Current and Projected Workload of the Offeror (by office local, if applicable)

a. Provide quantitative data that clearly indicates the ability of the Offeror to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

i Current project work listing and remaining labor commitments.

ii Historically, describe the typical number of projects handled by the Offeror's key project managers at any given time.

iii Projected workload of project management activities as defined in the scope of services.

iv Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

I. References – Past Performance

Provide at least three (3) reference projects of a similar scope, and complexity that have been completed by your firm within the last five (5) years within the State of Florida, which demonstrate the experience of the firm and the key members that will be assigned to provide the services as required by this Project.

A project "similar in scope" is defined as a project involving vulnerability or risk assessments related to flooding or climate hazards, including evaluation of critical infrastructure, socio-economic factors, and natural resources, development of flood or inundation mapping, and identification of mitigation or resilience strategies.

For each reference project, provide the following information:

a. Client Name/Owner's Representative name, address, phone number, and email address.
b. Name and location of the project. Description of the Scope of Work.
c. Role your company provided.
d. Date project was completed or is anticipated to be completed.
e. Cost savings or efficiency improvements achieved through innovative assessment methods, data analysis techniques, or risk mitigation strategies.
f. The total amount of approved Change Orders.
g. Present status of the project.
h. Total Project Cost.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

J. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

See SECTION I – INSTRUCTIONS TO OFFERORS -1.11 RFQ FORMS.

SECTION IV – EVALUATION OF QUALIFICATION PACKAGE

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division through the City's electronic e-procurement bidding system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation Committee or (EC), comprised of City staff and, if applicable, outside consultant(s). The Evaluation Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Evaluation Committee will act in what they consider to be the best interest of the City and its residents. Price shall not be the sole determining factor for selection.

The selection of the most qualified Respondent(s) will be based on their responsibility and responsiveness, meaning the firm must submit a proposal that fully conforms to the material requirements outlined in this RFQ. The weighted criteria provided below are intended to guide the Offeror in prioritizing their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

The City shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the City be applicable to its particular requirements.

#	Evaluation Criteria	Point Rating Range	Weight
N/A	Compliance with Request for Qualification Requirements (Responsiveness)	(Mandatory)	
1	**Adequacy of Personnel** -Firms Qualifications, Qualifications of Project Manager Team/Individual (key contract members), and Availability of Specialty Resources	0 – 20	30%
2	**Experience** - Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work	0 – 20	30%
3	**Past Record** - References of Past Performance	0 – 20	10%
4	**Overall Competency –** Willingness to meet time and budget, current and projected workloads, and location	0 – 20	25%
5	**Certified Minority Business Enterprise (Prime 10 points or Subs -5 points of the 5%) MUST ATTACH CERTIFICATE**	0 or 10	5%
TOTAL POINTS		0 – 90	100%
6*	**Interviews and Presentations**	0 – 20	25%

*Criteria 6 will be reviewed separately from the standard evaluation process, if applicable, allowing the Offeror the opportunity to earn additional points

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA:

Each Evaluation Committee Member shall award a rating of 1 to 20 for each category based upon each member's assessment of the Offeror's response to the criteria.

The following qualitative guidelines:

- **20 – Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFQ category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Offeror's authoritative knowledge and understanding of the project.

- **17-19 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFQ. The Offeror provides insight into experience, knowledge, and understanding of the subject.

- **15-16 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above-average performance with no apparent deficiencies.

- **13-14 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.

- **1-12 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the

- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFQ.

4.3 CITY'S RIGHT TO USE BEST-VALUE RANKING:

The Evaluation Committee also retains the discretion to employ a ranking system as an alternative to the weighted criteria. Upon request, the committee may rank the responses from 1st place, 2nd place 3rd place etc., based on the total number of submissions under review.

4.4 ADDITIONAL CLARIFICATION:

The Evaluation Committee also retains the discretion to request additional information from any firms who submit proposal packages during the evaluation process. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

4.5 SELECTION PROCESS:

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC member's scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Qualifications (RFQ).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E-S services and the selection of at least three (3) of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires negotiating a contract at a fair and reasonable price, starting first with the most highly qualified firm.

J. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION, AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED) RFQ No. 26-011Q

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor," as used below, may collectively apply to vendors, bidders, Offerors, consultants, contractors, subcontractors, and sub-consultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFQ, Offerors shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Offerors must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Offeror shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Offeror shall not collude, conspire, connive, or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other Offeror, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Offeror, or any person interested in the proposed work. The Offeror certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Offerors are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices bid/proposal in this solicitation.

If additional quantities are not acceptable, the bid sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

5.7 LEGAL REQUIREMENTS:

Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Offeror will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals, Request for Qualifications, Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must

appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Offeror certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Offeror further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Offeror.

Offeror certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Offeror and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any agreement/contracts resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement/contract justifying its termination.

5.13 OTHER AGENCIES

All Consultant(s) awarded contracts resulting from this RFQ and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Offeror(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONSULTANT RELATIONSHIP:

The Offeror and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting agreement/contract, an independent Consultant and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement/contract shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent Consultant and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Offeror or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Offeror. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Offeror for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract or from any other matter generated by or relating to the agreement/contract.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFQ or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Offeror.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida agreement/contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida agreement/contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreement/contracts for goods and services falling within the scope of this solicitation and resultant agreement/contract when the specifications differ from this solicitation or resultant agreement/contract, or for goods and services specified in this solicitation when the scope

substantially differs from this solicitation or resultant agreement/contract.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Offeror shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT/CONTRACT

Offeror agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding agreement/contract is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Offeror. The Offeror certifies that the proposal has been made by an officer or employee having the authority to bind the Offeror.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Offeror in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the Offeror's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Offeror of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Offeror represents and certifies that Offeror and all Sub-consultants 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. Offeror represents and certifies that Offeror and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Consultant. Offerors are further notified that the City's governing body may not give preference to a Offeror based on the Offeror's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Offeror pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications, or Invitation to Bid are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFQ, RFP, or BID unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules,

graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the agreement/contract which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the agreement/contract, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Offeror believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City 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, Fla. Stat. or as otherwise provided by law.

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant 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.

E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting agreement/contract. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

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COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)
RFQ No. 26-011Q

SECTION VI – SPECIAL CONDITIONS

The Consultant will be responsible for supplying the necessary labor to complete services outlined in this RFQ by the City of Boynton Beach.

The following special conditions shall apply to all Offerors and eventually to the Consultant(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal, qualifications, or invitation to bid and the funds that may come due hereunder are not assignable except with the prior written approval of the city.

6.2 AGREEMENT EXTENSION

The City reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.3 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

6.4 CHANGES IN THE WORK/CONTRACT PRICE

A. ALLOWANCE

The City may request approval from the City Commission on an allowance for this project. Any allowance requested by the City shall only be approved by the City Manager's Office or their designee

B. CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Consultant for performing the work. All duties, responsibilities,

and obligations assigned to or undertaken by the Consultant shall be at his expense without change in the Contract Price or Time except as approved in writing by the City Representative/Project Manager.

C. CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun**. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

6.5 CHANGES IN CONTRACT TIME

A. CHANGE ORDER

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to the extension of the contract time.

B. NOTICE

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Consultant hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Consultant has given the notice and the supporting data required by this Paragraph.

C. BASIS FOR EXTENSION

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Consultant can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

6.6 TERMINATION

The City, by written notice, may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City.

If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the agreement/contract in whole or in part if the Consultant fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of

the Consultant, the City may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the Consultant has the right to withdraw, without adverse action, from the entire agreement/contract.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

6.7 PERFORMANCE OF CONSULTANT

The Offeror shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Firm to comply with the conditions, terms, specifications, and requirements of the RFQ shall be cause for cancellation of the RFQ award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.8 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this agreement/contract, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this agreement/contract.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the agreement/contract.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.9 FORCE MAJEURE

The agreement/contract which is awarded to the Consultant may provide that the performance of any act by the City or Consultant thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Consultant for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

6.10 IF A WORK AUTHORIZATION OR TASK ORDER IS PERMITTED TO CONTINUE BEYOND THE TERM

Consultant shall complete each executed Work Authorization/Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement.

Any Work Authorization/Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Work Authorizations/Task Orders notwithstanding the expiration of this Agreement.

6.11 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.12 CONTINGENT FEE

Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.13 TRUTH IN NEGOTIATION REPRESENTATION

Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

6.14 PERFORMANCE REVIEW EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Contract **and** at the time of the end of the term contract.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Contract as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

6.15 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Consultant entering into an Agreement with the City, the Consultant shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Consultant represents that Consultant, and each Sub-consultant 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

Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.17 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Consultant or any Sub-Consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant 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, Consultant and any Sub-consultant that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by 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. 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.

6.18 SUCCESSORS AND ASSIGNS

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Contract. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Contract without the prior written consent of the other.

6.19 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Final Agreement
The Instructions to Offerors
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions

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COMPREHENSIVE VULNERABILITY ASSESSMENT (GRANT FUNDED)
RFQ No. 26-011Q

SECTION VII – ADDITIONAL GRANT PROVISIONS

7.1 COMPLIANCE WITH FLORIDA STATUTES AND ADMINISTRATIVE RULES

The Consultant shall comply with, and shall require all Sub-Consultants, subcontractors, agents, and vendors at any tier to comply with, all applicable federal, state, and local laws, statutes, administrative rules, and regulations, including but not limited to those expressly referenced herein. Compliance with these provisions is a material condition of this Agreement.

7.2 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(Section 287.135, Florida Statutes)

The Consultant certifies that it is not listed on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Sections 215.4725 and 287.135, Florida Statutes. The Consultant further certifies that it is not engaged in business operations in Cuba or Syria and is not listed on any Scrutinized Companies lists maintained pursuant to Florida law.

The Consultant shall immediately notify the City in writing if its status changes during the term of this Agreement. Failure to maintain compliance or submission of a false certification shall constitute a material breach of this Agreement and may result in termination at the option of the City, in addition to any other remedies available at law or equity.

The Consultant shall include this provision, in full, in all subcontracts, sub-consultant agreements, and purchase orders funded in whole or in part under this Agreement.

7.3 PROHIBITION ON USE OF GRANT FUNDS FOR LOBBYING

(Section 216.347, Florida Statutes)

The Consultant shall not expend, nor permit the expenditure of, any funds received under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency. This prohibition applies to all grant funds disbursed pursuant to this Agreement and shall be strictly enforced.

The Consultant shall require all Sub-Consultants to comply with this provision and shall maintain records sufficient to demonstrate compliance. Any violation of this provision shall constitute a material breach of this Agreement.

7.4 FOREIGN GIFTS, GRANTS, AND CONTRACTS DISCLOSURE

(Section 286.101, Florida Statutes)

The Consultant represents and warrants that it has complied, and will continue to comply, with all disclosure requirements related to foreign gifts, grants, contracts, or interests from a foreign country of concern, as defined in Section 286.101, Florida Statutes.

The Consultant shall promptly update all required disclosures throughout the term of this Agreement and shall provide copies of such disclosures to the City upon request. Failure to disclose or failure to timely update required disclosures may result in termination of this Agreement and statutory penalties.

This requirement shall be flowed down to all Sub-Consultants whose work is funded under this Agreement.

7.5 HUMAN TRAFFICKING COMPLIANCE AND AFFIDAVIT REQUIREMENT

(Section 787.06 and Section 787.061, Florida Statutes)

The Consultant certifies that it does not engage in, support, or benefit from human trafficking, forced labor, or coercion for labor or services, as defined in Chapter 787, Florida Statutes. Upon execution of this Agreement, the Consultant shall provide a sworn affidavit attesting to compliance with these requirements, under penalty of perjury.

The Consultant shall require all Sub-Consultants to execute similar affidavits and shall maintain such affidavits on file for inspection by the City. Any violation of this provision shall be grounds for immediate termination for cause.

7.6 FLORIDA CIVIL RIGHTS ACT COMPLIANCE

(Chapter 760, Florida Statutes)

The Consultant shall comply with the Florida Civil Rights Act of 1992 and shall not discriminate against any person on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, or marital status in the performance of this Agreement.

The Consultant shall ensure that all employment practices, public accommodations, and services provided under this Agreement are conducted in full compliance with Chapter 760, Florida Statutes. This requirement shall be included in all sub-agreements and sub-consultant contracts.

7.7 STATE-OWNED AND LOCAL GOVERNMENT PROPERTY CONTROL

(Chapters 273 and 274, Florida Statutes)

Any tangible personal property acquired, purchased, or provided using funds under this Agreement shall be handled, inventoried, safeguarded, and disposed of in strict compliance with Chapters 273 and 274, Florida Statutes, as applicable.

The Consultant shall not dispose of, transfer, or encumber any such property without prior written authorization from the City. All property records shall be subject to inspection and audit by the City or authorized oversight entities.

7.8 FLOW-DOWN REQUIREMENT

The Consultant shall include all provisions set forth in this section in every subcontract, sub-consultant agreement, and purchase order funded in whole or in part under this Agreement. The Consultant shall be fully responsible for ensuring compliance by all Sub-Consultants.

7.9 REMEDIES

Violation of any provision herein shall constitute a material breach of this Agreement and may result in termination, withholding of payments, repayment of grant funds, and any other remedies available under Florida law.

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APPENDIX 'A'

DRAFT – CONSULTANT SERVICE AGREEMENT

SAMPLE AGREEMENT FOR ENGINEERING/DESIGN SERVICES

THIS AGREEMENT ("Agreement"), dated_____ _____, _____, is entered into by and between:

THE CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida with a business address of **100 E Ocean Ave, BOYNTON BEACH, Florida 33435** (hereinafter referred to as the "CITY"),

and

_____, a _____ corporation as listed with the Florida Division of Corporations, with a principal address _____ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 - PREAMBLE

In order to establish the background, context, and form of reference for this Agreement and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On _____, the CITY advertised its solicitation for Request for Qualification of the CITY's desire to hire a firm to deliver complete and permitted design documents and related engineering services for the _____ (the "Project") and provide all other professional services that may be deemed necessary for the satisfactory design and completion of the Project, as more particularly described in the Scope of Services outlined in **Exhibit "A"** (the "Services") attached hereto and by this reference made a part hereof, for the RFQ entitled:

Request for Qualifications (RFQ) # _____
"ENGINEERING AND DESIGN SERVICES "

1.2 On _____, the qualification packages were opened at City Hall by the Purchasing Division.

1.3 On _____, the CITY's evaluation committee met in a publicly noticed open to the public meeting where they discussed and scored the proposals and, per the requirements of ("CCNA"), §287.055, Florida Statutes shortlisted the top three proposers to view presentations.

1.4 On _____, the CITY's evaluation committee witnessed presentations from the highest-ranking proposers and, after presentations, met in a publicly noticed open to the public meeting where they provided final scoring and collectively decided that _____ is the most advantageous solution for the CITY to provide the Services and selected CONSULTANT as the most highly qualified to perform the required Services in accordance with the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes.

1.5 On _____, the City Commission accepted the results of the evaluation committee and authorized the proper CITY officials to negotiate and enter into this Agreement with CONSULTANT through Resolution # _____ to govern the Services.

1.6 On _____, _____, and _____, CITY held negotiations with CONSULTANT based on the proposal and scoring from the evaluation committee.

1.7 At the final negotiation meeting on _____, CITY Staff determined that the final scope of work and fee proposal were deemed fair, competitive, and reasonable.

1.8 Negotiations regarding the Services required herein were undertaken in accordance with the CCNA, §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiations.

1.9 The Services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" as provided in Section 287.055(2)(a), Florida Statutes, as may be amended from time to time.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to deliver complete and permitted design documents and related engineering services for RFQ # _____, more particularly located at _____ ("Property") as outlined in **Exhibit "A**."

Consultant further agrees to perform all other professional services deemed necessary for the satisfactory engineering/design and completion of the Project, as more particularly described in, and in accordance with the Scope of Services and specifications attached hereto as **Exhibit A** ("Scope of Services"), CONSULTANT's Proposal, attached hereto and made a part hereof as **Exhibit B**, and the Fee Schedule and Payment Schedule attached hereto and made a part hereof as **Exhibit C** ("Fee Schedule"). CONSULTANT agrees to perform all Services required pursuant to this Agreement. The terms and conditions of the RFQ and Commission award are incorporated into this Agreement by reference.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, and all Services performed under this Agreement shall be performed in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the Services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for the performance of its Services provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its Services, such Services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of the Services required to deliver complete and permitted design documents for the design services, as more specifically described in **Exhibit A.**

2.6 The relationship between CITY and CONSULTANT created hereunder, and the Services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage in similar relationships with other Consultants to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Boynton Beach, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.7 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY. CONSULTANT shall comply with the applicable provisions of the City of Boynton Beach Code of Ordinances and shall require that all sub-consultants comply with the applicable provisions of the City of Boynton Beach Code of Ordinances.

ARTICLE 3 – TERM, TIME FOR PERFORMANCE, AND TERMINATION

3.1 **Term**. This Agreement shall commence on the date of full execution and shall continue in force until the completion of the Services related to the Project under this Agreement unless terminated early by either party or pursuant to the termination provisions in this Agreement.

3.2 **Project Schedule**. CONSULTANT shall perform the Services in accordance with the Project Schedule set forth in **Exhibit A**, after issuance of the notice to proceed and a purchase order.

Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT. The CITY shall determine and adjust the time for performance and authorize the commencement of later phases in writing, which may be memorialized by written amendments hereto.

3.3 **Delays Due to City**. CONSULTANT's Services shall be timely performed in compliance with the Project Schedule or as amended in writing executed by both Parties. If CONSULTANT is delayed at any time in the progress of its Services by any act, failure to act, or neglect of the CITY, or any separate consultant or contractor hired directly by the CITY, or by occurrences beyond the control and without any fault or negligence of CONSULTANT, CONSULTANT shall provide to the CITY, within five (5) working days of the date the delay began, written notice of the delay. Provided the Consultant has timely notified the CITY of such delay, the CITY shall amend the schedule in writing for the time delay actually caused by such occurrence, as determined by the City in its sole discretion. This extension of time shall be CONSULTANT's sole and exclusive remedy attributed to such delay.

3.4 **Financial Consequences for Consultant's Delay or Nonperformance**. The CITY reserves the right to withhold payment when the CONSULTANT has failed to perform/comply with the provisions of this Agreement. For each task deliverable not received by the CITY at one hundred percent (100%) completion by the specified due date, the CITY will reduce the relevant Task Compensation Amount(s) paid to the CONSULTANT in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the CITY in a timely manner.

3.5 **Time is of the Essence for this Agreement**. Time shall be of the essence for each and every provision of this Agreement. If the CONTRACTOR fails to timely commence the Services herein required following the Notice to Proceed or fails in the performance of the work specified and required to be performed within the time limits set forth in this Agreement after due allowance for any extension or extensions of time, the CITY may immediately terminate this Agreement .

3.6 **Termination for Convenience.** This Agreement may be terminated by the CITY for convenience upon providing thirty (30) business days of written notice to the CONSULTANT, in which event CONSULTANT shall be compensated for Services satisfactorily performed prior to the termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

3.7 **Default, Right to Cure, and Termination for Cause**. Either Party may terminate this Agreement for cause if the other Party neglects or fails to perform or observe any of the terms, provisions, conditions, or requirements of this Agreement if such neglect or failure continues for a period of thirty (30) days after receipt of written notice of such neglect or failure. If this Agreement is terminated by the CITY for cause, the CITY may take over the Services and complete them by contracting with other consultant(s) or otherwise, and in such event, CONSULTANT shall be liable to the CITY for any additional costs incurred by the CITY due to such termination. "Additional Costs" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services that would have resulted from payments to CONSULTANT had this Agreement not been terminated. In the event of termination for cause, no payments to CONSULTANT shall be made (1) for Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement.

3.8 In the event of termination for cause or convenience, all finished or unfinished documents, drawings, CADD files, data, studies, plans, surveys, reports, or any other materials prepared by CONSULTANT for the Project pursuant to this Agreement shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.9 Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

ARTICLE 4 - PROFESSIONAL SERVICES FEE & EXPENSES

4.1 **Compensation.**
The CITY agrees to compensate CONSULTANT for all services performed pursuant to this Agreement in an amount not to exceed **DOLLARS ($XXX,XXX)** based on the hourly rates set forth in **Exhibit C**, which was deemed fair, competitive, and reasonable, for Services (the "Fee"). The compensation may be adjusted, if necessary, by a written amendment duly approved and executed by CONSULTANT and CITY, provided the City's budget includes or is adjusted to include the modified Fee.

4.2 **Fee Schedule**.
A detailed Fee Schedule and Payment Schedule tied to the deliverables is attached as **Exhibit C**. The Fee Schedule details the hourly rates, number of hours, and a payment schedule that shall not be front-loaded.

4.2.1 Rates. CONSULTANT's hourly rates for every position or level of profession or staff for whom time will be invoiced under this Agreement are detailed in the Fee Schedule attached as **Exhibit C** and incorporated into this Agreement. All such rates shall be effective for the term of this Agreement. The fixed hourly costs for all positions will be applicable to both in-house professional engineering services and professional engineering services at the CONSULTANT firm's place of business.

4.2.2 Expenses. The Fee Schedule includes all administrative out-of-pocket expenses to be reimbursed under this Agreement.

4.2.3 Supporting Documents. CONSULTANT shall maintain complete and orderly documentation underlying all of its invoiced out-of-pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services.

4.2.4 Mark-Up. Any out-of-pocket costs shall not be marked up more than three percent (3%).

4.2.5 Travel Expenses. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the CITY's prior written approval, shall be paid in accordance with the rates and conditions established by the City's Travel Policy, a copy of which has been provided to CONSULTANT, or the applicable law or ordinance.

4.3 **Subcontracts**. CONSULTANT may invoice for Services related to the sub-contractual services at the established hourly rates in the Fee Schedule.

4.4 **Invoices.** CONSULTANT shall be entitled to invoice CITY monthly for Services performed. The invoice shall include information such as, but not be limited to, the date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.5 **Payment.** The Fee shall be paid in accordance with the Payment Schedule and upon acceptance of deliverables satisfactory to the City and receipt of a proper invoice from CONSULTANT. CITY will do its best to pay CONSULTANT within thirty (30) days after receipt of the proper invoice, the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

_____
_____
_____
_____.

4.6 **Final Invoice**. In order for the Parties to close their books and records, CONSULTANT shall submit its final invoice no later than four (4) months after completion of all Services. CONSULTANT shall clearly indicate "Final Invoice" on its final invoice. Such indication shall certify to the CITY that all Services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the CITY. Any requests for reimbursement or fee payment, if not properly included on the final invoice or not submitted within four months after completion of the Services, are waived by CONSULTANT.

4.7 **Truth-In-Negotiation Certificate**. Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

4.8 **Contingency or Allowance**. Any contingency or allowance amount provided for by the CITY authorizes the CITY to execute change orders up to the amount of the contingency or allowance without the need to obtain additional Commission approval. In addition, CITY shall utilize the contingency or allowance to reimburse CONSULTANT for the related permit, license, impact, or inspection fees. Payments will be made to CONSULTANT based on the actual cost of permits upon submission of paid permit receipts. It is hereby understood and agreed that the CONSULTANT shall not expend any dollars in connection with the contingency or allowance without the expressed prior written approval of the CITY's authorized representative. Any contingency or allowance funds that have not been utilized at the end of the Project will remain with the CITY; the CONSULTANT shall only be paid for the Project cost as approved by the City Commission, along with any contingency or allowance expenses that were approved by the CITY's authorized representative. If the permit fees exceed the contingency or allowance CITY will reimburse the CONSULTANT the actual amount of the permit fees required for Project completion.

ARTICLE 5 - CHANGES TO SCOPE AND ADDITIONAL SERVICES

5.1 CITY or CONSULTANT may, from time to time, request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Upon receipt by CONSULTANT of CITY's notification of a contemplated change, CONSULTANT shall in writing: (i) provide a detailed estimate for the increase or decrease in CONSULTANT's Fee and other design costs that would result from the contemplated change; (ii) notify the CITY of any estimated change in the completion date; and (iii) advise the CITY how the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. Changes to the Scope of Work that do not affect the Project Schedule and Fee can be approved by the City's Project Manager by change order. If a change will affect the Project Schedule and/or Fee, if the City elects to make the change, such changes or additional work must be in accordance with the provisions of the City's Code of Ordinances and must be contained in a written amendment,

executed by the Parties hereto, with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue to render Services while seeking a change order or amendment unless such services have not been authorized. Services to be performed while seeking a change order or amendment that are not described herein or in a separate written amendment or change order shall be performed at the CONSULTANT'S own risk. In no event will the CONSULTANT be compensated for any Services that have not been authorized in advance pursuant to this Agreement.

ARTICLE 6 – INDEMNIFICATION

6.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the **CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE**. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 – INSURANCE

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and **Attachment A** and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any sub-consultant to commence work on any subcontract until all similar such insurance required of the sub-consultant has been obtained and similarly approved.

a. During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies and provide originals or certified copies of all policies to CITY's Director of Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The CONSULTANT shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The CONSULTANT shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 10, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The CONSULTANT shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

iv. **Professional Liability (Errors and Omissions) Insurance**: The CONSULTANT shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY, depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

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 that 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.

Additional Insureds. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying "the City of Boynton Beach,

its commissioners, officers, employees, and agents" as Additional Insureds. The CITY shall pay no costs for an additional insured endorsement.

ARTICLE 8 - NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any sub-consultants shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9 – STAFFING AND INDEPENDENT CONTRACTOR

9.1 **Personnel**. CONSULTANT represents that its project manager and all key staff identified in CONSULTANT's Proposal shall remain assigned to the Project, unless otherwise specifically agreed by the CITY. All personnel engaged in performing the Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state, and local laws and regulations to perform such services. CONSULTANT specifically acknowledges that its employees will not be covered by the CITY's workers' compensation insurance and CONSULTANT will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment, and disability taxes due in respect of all compensation and/or other consideration paid by the CITY to CONSULTANT under this Agreement.

9.2 **Independent Contractor**. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to Services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the standard of care to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY, and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 - AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding. In the event funds to finance this Agreement become unavailable, the CITY may terminate this Agreement upon no less than twenty-four (24) hours' notice to CONSULTANT. The CITY shall be the sole and final authority as to the availability of funds.

ARTICLE 11 - UNCONTROLLABLE FORCES

Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemics, pandemics, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12 - GOVERNING LAW, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be exclusively in Palm Beach County, Florida. CONSULTANT agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

THE CITY AND CONSULTANT HEREBY MUTUALLY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS AGREEMENT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONSULTANT HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE 13 - SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14 - DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages**. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Services**. If, in the judgment of CITY, the Services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the Services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the Services into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of Services.

14.3 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect or refusal to comply with the instructions of the City Manager or individual relative thereto.

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of thirty (30) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT's default is such that more than thirty (30) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for

CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

ARTICLE 15 – BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, this Agreement shall automatically terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 - DISPUTE RESOLUTION

If a dispute arises between CITY and CONSULTANT relating to this Agreement, performance, or compensation hereunder, CONSULTANT shall continue to render Services in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17 - PUBLIC RECORDS

17.1 The City of Boynton Beach is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall

constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

ARTICLE 18 – PERFORMANCE EVALUATIONS

CONSULTANT will be evaluated on a project-by-project basis utilizing the form attached hereto as Attachment B. The evaluations provide information about compliance with budget, schedule, and other key performance indicators and are a factor in future procurement evaluations. Evaluations are submitted to the CONSULTANT as part of the project closeout process.

ARTICLE 19 – REGULATORY CAPACITY

Notwithstanding the fact that CITY is a municipal corporation with certain regulatory authority, CITY's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a Party to this Agreement.

ARTICLE 20 – MISCELLANEOUS

20.1 Ownership of Documents. All plans, drawings, calculations, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files, and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and, upon payment by the CITY of the Fee for same, will become the exclusive property of the CITY without restriction or limitation on their use and will be made available, upon request, to the CITY upon request and/or upon completion or termination of this Agreement. CITY shall not be required to pay any additional charges for the CITY's documents and records. Documents can be provided to the CITY electronically. Upon delivery to the CITY of said document(s), the CITY will become the custodian thereof in accordance with Chapter 119, Florida Statutes. CONSULTANT will not copyright any material and products or patent any invention developed under this Agreement. CONSULTANT specifically waives and releases all rights that CONSULTANT may have in the

materials, products, or inventions pursuant to 17 U.S.C. §106A and 113(d). CONSULTANT acknowledges and affirms that pursuant to 17 U.S.C. §106A(e), such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products, or invention might be subject. CONSULTANT waives and assigns to CITY all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention, and any work produced. Any reuse of CONSULTANT's prepared documents by the CITY, except for the specific purpose intended under this Agreement, will be at CITY's sole risk and without liability or legal exposure to CONSULTANT or its sub-consultants.

20.2 Consultant's Records. Notwithstanding any other provision in this Agreement, CONSULTANT shall be entitled to retain a copy of all plans, drawings, calculations, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, for CONSULTANT's records only as is necessary for CONSULTANT to document its Services. Consultant acknowledges that plans, drawings, documents, and records related to the physical security of CITY facilities or security systems are exempt or confidential records and shall not be disclosed by CONSULTANT, except as authorized by law and specifically authorized by CITY.

20.3 Standard of Care. The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances.

20.4 Standard of Conduct. The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

20.5 Compliance with Laws. In the conduct of Services under this Agreement, CONSULTANT shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and City ordinances and regulations.

20.6 Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

20.7 Duly Licensed. CONSULTANT represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

20.8 Records and Right to Audit. CONSULTANT shall keep such records and accounts and require all subcontractors to keep records and accounts as necessary to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of **SIX (6)** years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees

or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by CONSULTANT to the CITY in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the CITY's audit shall be reimbursed to the CITY by the CONSULTANT and (2) liquidated damages in the amount of 15% of the overpricing or overcharges shall be assessed. Any adjustments and/or payments that must be made as a result of the audit inspection, including any interest, audit costs, and liquidated damages, shall be made by the CONSULTANT within 45 days from the presentation of the CITY's findings to the CONSULTANT. Failure by CONSULTANT to permit such audit shall be grounds for termination of this Agreement by the CITY.

20.9 Assignments; Amendments. This Agreement and any interests herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment that requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.10 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

20.11 Waiver.

Any waiver by either Party of any one or more of the covenants, conditions, or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition, or provision of this Agreement. Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of CONSULTANT, its employees, sub-contractors, agents, and sub-consultants for the accuracy and competency of their designs, working drawings, construction documents, technical specifications or other documents and works, nor shall any approval by the CITY be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, construction documents, technical specifications or other documents prepared by CONSULTANT, its employees, agents or subcontractors.

20.12 Remedies. No remedy conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

20.13 Notice. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

CONSULTANT: _____.

_____.

_____.

_____.

_____.

20.14 Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom they are signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20.15 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

20.16 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

20.17 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.18 Extent of Agreement; Conflicts. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, the RFQ, and any exhibits, the provisions shall be given precedence in the following order: (1) This Agreement, (2) Exhibit A, (3) Exhibit C, (4) the RFQ, and (5), Exhibit B.

20.19 Attorneys' Fees. In the event that either Party brings suit for enforcement of this

Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.20 Counterparts and Execution. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

20.21 No Third-Party Beneficiaries. The Services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its Services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONSULTANT's Services hereunder.

20.22 Public Entity Crime Act.

CONSULTANT 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. CONSULTANT 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 CONSULTANT has been placed on the convicted vendor list.

20.23 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.

CONSULTANT 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. CONSULTANT represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with CITY on any of the grounds stated in Section 287.135, Florida Statutes. CONSULTANT represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

20.24 Employment Eligibility.

CONSULTANT represents that CONSULTANT, 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 CONSULTANT violates this section, CITY may immediately terminate this Agreement for cause, and CONSULTANT shall be liable for all costs incurred by CITY due to the termination.

20.25 Limitation of Liability. Notwithstanding any provision of the Agreement to which it is applicable, CITY shall not be liable or responsible to CONSULTANT beyond the amount remaining due to CONSULTANT under this Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall CITY be liable to CONSULTANT for punitive or exemplary damages or lost profits or consequential damages.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____

Daniel Dugger, City Manager

_____

(Authorized Official Name), (CONSULTANT)

_____

Print Name of Authorized Official

_____

Title

(Corporate Seal)

Attest/Authenticated:

_____

Witness

_____

Print Name

Approved as to Form:

_____

Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

_____

Maylee De Jesus, City Clerk

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____day of _____, 20__, by _____., on behalf of _____. a Florida Corporation. He/she is personally known to me or has produced _____ as identification.

_____

NOTARY PUBLIC

_____

(Name of Notary Typed, Printed or Stamped)

_____

Title or Rank

_____

Serial number, if any

EXHIBIT A

SCOPE OF WORK AND PROJECT SCHEDULE

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

FEES

ATTACHMENTS

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. **INSURANCE REQUIREMENTS:**

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**
f. **The City shall be named as an Additional Insured on all liability policies, with the**

exception of Workers' Compensation.

g. **The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.**
h. **The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.**

<u>The Certificate Holder should read as follows:</u>
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave.
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self- insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Cyber Liability) may be required based upon the type of event, event location, and/or number of participants.

Revised 06/17/2025

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract, Task Order, and Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Consultant	Evaluation Period ☐ Interim ☐ Final
Project Title		If evaluating under a work order contract, specify type

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding Sub-consultant/sub-Consultant utilization on Line 20. Additional space is available on Line 22 if needed.

1.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
2.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
3.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
4.	Consultant strengths:	
5.	Consultant weaknesses:	
6.	Specific problems incurred:	
7.	How may these have been prevented?	
8.	Additional comments/recommendations:	
9.	Comments on sub-Consultant utilization:	
10.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Department Administrator (sign)	Date

11. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT REVIEW/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

DATE: **December 30, 2025**
BID NO: **26-011Q**
BID TITLE: **Comprehensive Vulnerability Assessment (Grant Funded)**

Deadline for Questions Date: Friday, January 9, 2026, at 3:00 PM
Closing Date: Monday, January 19, 2026, at 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications, and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined, and/or red type are additions to existing text.

Question 1:

Does the city offer a virtual attendance option to the non-mandatory, pre-qualification conference on December 30, 2025?

Answer 1:

Unfortunately, we did not hold the pre-qualification meeting virtually. The audio for the meeting was uploaded on bids&tenders. If you have any questions, please submit them through bids&tenders.

Question 2:

Will the non-mandatory pre-proposal (pre-qualification) conference scheduled for December 30, 2025, offer a virtual attendance option for firms that are unable to attend in person? If so, please advise how bidders may access the virtual meeting.

Answer 2:

Unfortunately, we did not hold the pre-qualification meeting virtually. The audio for the meeting was uploaded on bids&tenders. If you have any questions, please submit them through bids&tenders.

ATTACHMENTS:

- Pre-Qualification meeting sign-in sheets: *25-011Q Sign-In Sheets*

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

City of Boynton Beach

PRE-QUALIFICATION MEETING SIGN-IN SHEETS

RFQ No.: 26-011Q		Comprehensive Vulnerability Assessment (Grant Funded)			
Subject:		Non-Mandatory Pre-Qualification Meeting			
Date:	12/30/2025	**Time:**	9:00 A.M.	**Location:**	City of Boynton Beach – City Hall Room 115 100 E. Ocean Avenue

In Attendance:

NAME	COMPANY/DEPARTMENT	TITLE	TELEPHONE	Sign In
Theresa Gonzalez	COBB Finance	Senior Procurement Specialist - Utilities	(561) 742-6353	
Alannah Irwin	COBB Utilities	Administrator, Sustainability & Resiliency	[redacted]	
Michele De Freitas	COBB Utilities	Sustainability Coordinator		

City of Boynton Beach

PRE-QUALIFICATION MEETING SIGN-IN SHEETS

RFQ No.: 26-011Q		Comprehensive Vulnerability Assessment (Grant Funded)			
Subject:		Non-Mandatory Pre-Qualification Meeting			
Date:	12/30/2025	**Time:**	9:00 A.M.	**Location:**	City of Boynton Beach – City Hall Room 115 100 E. Ocean Avenue

In Attendance:

NAME	COMPANY	TITLE	TELEPHONE	EMAIL
Priscilla Cygielnik	Craig A. Smith	Business Unit Leader	561 267 9241	pcygielnik@craigasmith.com
Liz Perez	Collective Water	President	541-779-3552	lperez@collectivewater.com
Ricardo Gutierrez	Stantec Consultant	Bus. Dev.	954-261-1776	GutierrezRicardo@Stantec.com
Reinaldo Diaz	South Florida Engineering and Consulting	Bus. Dev.	561-707-2897	RDiaz@sfec.us
Justin Tayle	CMA	PM	561 358 6400	jtayle@clancmore.com
Andrew Gottlieb	SouthFL Eng Consulting	Principal Scientist	5616354374	agottlieb@sfec.us

City of Boynton Beach

PRE-QUALIFICATION MEETING SIGN-IN SHEETS

RFQ No.: 26-011Q		Comprehensive Vulnerability Assessment (Grant Funded)			
Subject:		Non-Mandatory Pre-Qualification Meeting			
Date:	12/30/2025	**Time:**	9:00 A.M.	**Location:**	City of Boynton Beach – City Hall Room 115 100 E. Ocean Avenue

In Attendance:

NAME	COMPANY	TITLE	TELEPHONE	EMAIL
UZ FUJIKAWA	CAROLLO	VP	347 530 0973	EFUJIKAWA@CAROLLO.COM
Tracie McCauley	APTIM	Admin Asst	561-391-8102	tracie.mccauley@aptim.com
Jeff Hiscock	Baxter + Woodman	VP	561 [redacted] 685-6106	jhiscock@baxterwoodman.com
Ajani Stewart	EXP	Sr. Manager	305 302 9628	ajani.stewart@exp.com
Josh Mills	Davey	Sr. Env. Assoc.	772.285.8363	Joshua.Mills@davey.com
Andy Raichle	Bowman	Sr. VP Marketing	908.229.6303	andy.raichle@bowman.com

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2

DATE: **December 31, 2025**
BID NO: **26-011Q**
BID TITLE: **Comprehensive Vulnerability Assessment (Grant Funded)**

Changed Question Submission Deadline Date: January 11, 2026, at 3:00 PM
Changed Closing Date: January 21, 2026, at 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications, and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined, and/or red type are additions to existing text.

REVISED DATES:

	Original Date	Revised Date
Question Submission Deadline	January 9, 2026, by 3:00 P.M.	January 11, 2026, by 3:00 P.M.
Bid Opening	January 19, 2026, by 3:00 P.M.	January 21, 2026, by 3:00 P.M.

REVISIONS to SOLICITATION DOCUMENT:
Please see the Revised RFQ uploaded under Documents.

Section – Coversheet: *Question Submission Deadline*
- Delete:
  January 9, 2026, by 3:00 PM
- **Replace with:**
  January 11, 2026, by 3:00 PM

Section – Coversheet: *Bid Due & Opening Date*
- Delete:
  January 19, 2026, by 3:00 PM
- **Replace with:**
  January 21, 2026, by 3:00 PM

Section – *Notice to Bidders (page 8)*
- Delete:
  January 19, 2026, by 3:00 PM
- **Replace with:**
  January 21, 2026, by 3:00 PM

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 3

DATE: **January 7, 2026**
BID NO: **26-011Q**
BID TITLE: **Comprehensive Vulnerability Assessment (Grant Funded)**

Changed Question Submission Deadline Date: January 11, 2026, at 3:00 PM
Changed Closing Date: January 21, 2026, at 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications, and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined, and/or red type are additions to existing text.

Question 1:

On page 28,the RFQ requests the firm's two most recent 10-K filings. Generally, only firms that are publicly-traded have 10-K filings. Can the City please specify what items for criteria G (Financial Stability and Required Financial Statements) need to be provided for firms that are not publicly traded?

Answer 1:

Under Section III Submission of Qualifications Package, 3.3G Financial Stability and Required Financial Statements (pg. 29) states “If the Firm does not file form 10-Ks, it shall provide equivalent audited annual financial statement for the two most recent fiscal years containing the same elements listed above.”

Question 2:

Many businesses do not get independent financial audits every year. Would the City consider removing that as a criteria in Section G? That requirement is cost prohibitive for many small engineering firms.

Answer 2:

No, we cannot remove the requirements. Under Section III Submission of Qualifications Package, 3.3G Financial Stability and Required Financial Statements (pg. 29) states “If audited financial statements are not available, the Firm may submit non-audited financial statements along with complete federal tax returns for the last two (2) years.”

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 4

DATE: **January 9, 2026**
BID NO: **26-011Q**
BID TITLE: **Comprehensive Vulnerability Assessment (Grant Funded)**

Changed Question Submission Deadline Date: January 11, 2026, at 3:00 PM
Changed Closing Date: January 21, 2026, at 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications, and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined, and/or red type are additions to existing text.

Question 1:

Good afternoon, On page 28 of the RFQ, it requests information regarding financial stability and submission of financial statements. Due to the confidential nature of this information, would it be acceptable to submit the financial documents directly to you rather than uploading them to the system?

Answer 1:

Financial Statements must be submitted through bids&tenders. To keep the information confidential and exempt from Public Records request, label them as confidential. Information labeled as confidential will be redacted accordingly.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 5 - CLARIFICATIONS

DATE: **January 14, 2026**
BID NO: **26-011Q**
BID TITLE: **Comprehensive Vulnerability Assessment (Grant Funded)**

Changed Question Submission Deadline Date: January 11, 2026, at 3:00 PM
Changed Closing Date: January 21, 2026, at 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications, and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined, and/or red type are additions to existing text.

Question 1:

The FDEP Data Collection and Exposure and Sensitivity Analyses tasks often include associated draft report deliverables. Is the Offerer expected to produce draft report deliverables for Tasks 1, 2, and 3 to support a compliant submission to FDEP?

Answer 1:

The Offerer will need to provide deliverables that are consistent with the Resilient Florida Program's Planning Grant requirements and the executed grant agreement. Please refer to Exhibit A - FDEP Grant Agreement No. 25PLN04, Attachment 3.

Question 2:

The addenda documents have noted a proposal submission deadline of 3:00pm on January 21, 2026, but the body of the addenda emails have noted a proposal submission deadline of 12:00 noon on January 21, 2026. Could you please clarify the proposal submission deadline time?

Answer 2:

The correct time is 3:00 P.M. This has been corrected within bids&tenders.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Resolution No. R26-076- Approve a Piggyback Agreement through OMNIA Partners Contract R250307 between the City of Boynton Beach and TD SYNNEX Corporation for Cyber Security Solutions and Services, for an amount not to exceed $400,000.00 annually, and for all other purposes.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-076.

Explanation of Request: The Innovation and Technology Solutions (ITS) regularly procures technology hardware and software from TD SYNNEX and its authorized resellers. At this time, the City intends to make an initial purchase from BlueAlly Technology Solutions, an authorized reseller, on behalf of the Utilities Department.

Approval of this piggyback agreement will allow the City to continue procuring technology hardware and software in compliance with the City of Boynton Beach Procurement Policy. Purchases may include, but are not limited to, computers, monitors, network switches, and network testing equipment.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective, efficient procurement method. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents. Negotiations yielded pricing more favorable than the piggyback contract rate, producing additional savings for the City.

How will this affect city programs or services? This piggyback agreement will enable City departments to obtain necessary technology hardware and software from TD SYNNEX throughout the year, supporting operational efficiency and continuity of services.

Budgeted Item: Yes

Account Line Item and Description: Multiple City account numbers are determined at the time of each purchase requisition is submitted.

Fiscal Impact: To be determined based on actual purchases, not to exceed the authorized annual amount.

Attachments:
R26-076 Agenda_Item_4562-2026_Resolution_for_Piggyback_Agreement_-_TD_SINNEX_Corporation (1).docx
Signed Piggyback Agreement-TD Synnex Corp - Boynton Beach FL.Legal 4.23.2026.docx.pdf
TD SYNNEX Master Contract R250307 (1).pdf
TD SYNNEX Contract R250307 - Approved Subcontractors -2026-03-26 (1).pdf
Blueally.035781.v4.10 (1).pdf
The City of Boynton Beach _ Division of Risk, WOS, 100 E. Ocean Ave, Boynton Beach, FL, 33435.pdf

RESOLUTION NO. R26-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH TD SYNNEX CORPORATION FOR CYBER SECURITY SOLUTIONS AND SERVICES, FOR AN AMOUNT NOT TO EXCEED $400,000.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, Region 4 Education Service Center ("Region 4 ESC") conducted a competitive solicitation and issued Request for Proposal Number 25-03 for Cyber Security Solutions and Services; and

WHEREAS, following a competitive procurement process, Region 4 ESC awarded Contract No. R250307 (the "Master Agreement") to TD SYNNEX Corporation ("Vendor") for Cyber Security Solutions and Services, effective October 1, 2025, through September 30, 2028, with two (2) one-year renewal options, which is administered through OMNIA Partners and made available to state and local governmental entities upon registration; and

WHEREAS, the City of Boynton Beach is an eligible Public Agency under the Master Agreement and has registered with OMNIA Partners to participate; and

WHEREAS, the Master Agreement permits the Vendor to utilize authorized resellers and dealers approved pursuant to the terms of the Master Agreement, and the City desires to also procure Goods and/or Services through such authorized resellers, subject to the pricing and terms of the Master Agreement; and

WHEREAS, pursuant to the City's Purchasing Policy, Section X – Alternatives to Formal Sealed Bids, the City is authorized to procure goods and services by piggybacking another governmental entity's competitively awarded contract, and the Region 4 ESC competitive solicitation satisfies the City's procurement requirements and is consistent with Florida law; and

WHEREAS, the City Commission, upon the recommendation of staff, has determined it is in the best interests of the City's citizens and residents to approve a Piggyback Agreement with TD SYNNEX Corporation for Cyber Security Solutions and Services in an annual amount not to exceed Four Hundred Thousand Dollars ($400,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Agreement between Vendor and the City for Cyber Security Solutions and Services in an annual amount not to exceed Four Hundred Thousand Dollars ($400,000.00) (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Stephanie Brown to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-076

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

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PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND TD SYNNEX CORPORATION FOR CYBER SECURITY SOLUTIONS AND SERVICES

This Piggyback Agreement is made as of this __ day of _____, 2026 (the "Effective Date"), by and between TD Synnex Corporation, a California Corporation registered to do business in the State of Florida, with a principal address of 5350 Tech Data Drive, Clearwater, FL 33760, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on March 5, 2025, the Region 4 Education Service Center ("Region 4 ESC") Department of Procurement issued " Request for Proposal" (RFP) 25-03, Contract Number R250307 as the Principal Procurement Agency, which partnered with OMNIA Partners to establish a Master Agreement for Cyber Security Solutions & Services ("Services") for which they received twenty-nine (29) responses; and

WHEREAS, the Region 4 Education Service Center ("Region 4 ESC") and OMNIA Partners found Sunbelt Rentals, Inc. to be the lowest responsive, responsible bidder, and awarded it a three-year (3) agreement commencing October 1, 2025, with a termination date of September 30, 2028, with an option to renew for two (2) additional one-year periods through September 30, 2030; or for a lesser period of time as determined by Region 4 ESC Master Agreement; and

WHEREAS, the City of Boynton Beach is a member of OMNIA Partners Member ID 4002822; and

WHEREAS, OMNIA Partners instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Agreements awarded by the Principal Procurement Agency, a copy of the Master Agreement is attached hereto as **Exhibit "A"**; and

WHEREAS, the City desires to obtain the Good and/or Services from Vendor; and

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WHEREAS, the Master Agreement permits Vendor to utilize authorized resellers and dealers and the City desires to also procure Goods and/or Services through such authorized resellers; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for goods/services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **TERM:** The term of this Agreement commences on the Effective Date, and will remain in effect until September 30, 2028, with two (2) one-year renewal options (collectively the "Term"). The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. The Mayor is authorized to execute amendments to renew the Agreement on behalf of the City.

3. **CONTRACT TERMS:** The Vendor agrees to provide Goods and/or Services to the City, on an as-needed basis as requested by the City through purchase orders, on the same terms and in the same manner outlined in the Master Agreement, except as otherwise provided herein. For purposes of this Agreement, "Goods" includes any hardware, software, licenses, subscriptions, and related products procured under this Agreement and "Services" includes any cybersecurity professional services, managed security services, implementation services, configuration services, assessments, and any other services performed by Vendor under this Agreement. The City has no obligation to purchase any minimum quantity of Goods or Services. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Region 4 Education Service Center (Region 4 ESC") and OMNIA Partners" are hereby replaced with the "City of Boynton Beach." Vendor represents and warrants that all Good delivered and Services performed shall conform to the specifications, descriptions, and quality standards set forth in the Master Agreement. All Services performed under this Agreement shall be performed by personnel with qualifications, certifications, and experience appropriate to the cybersecurity services being provided. Vendor shall, without additional compensation, promptly repair or replace any defective, damaged, or

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non-conforming Goods. Vendor warrants all Goods and Services provided under this Agreement for a period of one (1) year from the date of delivery and acceptance by the City with respect to Goods, and one (1) year from the date of completion and acceptance by the City with respect to Services. This warranty period is in addition to, and does not limit or replace, any manufacturer's warranty or any warranty provided under the Master Agreement, whichever is longer or more favorable to the City. Vendor shall be responsible for all costs associated with warranty repairs or corrections, regardless of when the deficiency is discovered during the warranty period. Failure to correct deficiencies within a reasonable time, as determined by the City, shall constitute a material breach of this Agreement. The City shall compensate Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) per year.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor Contact: TD Synnex Corporation
Attn: Randy Finley, Sr. Director, Business Development
5350 Tech Data Drive
Clearwater, FL 33760
Telephone: (510) 402-7058
Email: Randy.Finley@tdsynnex.com

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be

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submitted no more frequently than monthly. However, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the services.

6. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for them. Upon request, the City will provide the Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** If either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;
   B. Upon request from the City's custodian of public records, provide the City 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, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

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E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Vendor 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" under Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

11. **E-VERIFY**. Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for Vendor's violation of the statute, Vendor may not be awarded a public contract for one (1) year after the termination date.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor 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 Vendor; and (iii) Vendor 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 of this Agreement, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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 for a proper invoice, as outlined in Section 6. 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.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Vendor

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shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Agreement will not violate that Act. Vendor 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 Vendor has been placed on the convicted vendor list.

15. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement that cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

16. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party concerning all provisions contained in this Agreement.

17. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination, in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. If the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

18. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure continues for thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure.

19. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and

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maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

20. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

21. **BONDING:** If required by applicable Florida law, Vendor shall furnish performance and/or payment bonds as required by Florida Statutes, regardless of whether such bonding was required under the Master Agreement. Vendor shall provide proof of bonding to the City prior to commencement of Services if bonding is required by law for the type of services being provided under this Agreement.

22. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

23. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

24. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

25. **CONFIDENTIAL INFORMATION; GENERATIVE ARTIFICIAL INTELLIGENCE; AND DATA SECURITY**.

A. **Confidential Information and Generative Artificial Intelligence**. Unless expressly authorized in this Agreement, or in writing in advance by the City, Vendor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the City. Vendor must ensure that any use of generative artificial intelligence tools by Vendor or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including, without limitation, for large language model learning or training. Vendor must implement and maintain appropriate technological and operational

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safeguards to ensure compliance with the obligations of this section.

B. **Data Security; Cybersecurity Requirements**. Vendor shall implement and maintain administrative, technical, and physical safeguards that comply with industry best practices and all applicable laws to protect City data from unauthorized access, disclosure, alteration, and destruction. Vendor shall notify the City in writing within 24 hours of discovering any actual or suspected security incident, breach, or unauthorized access involving City data. Vendor shall cooperate fully with the City in investigating, mitigating, and remediating the incident at Vendor's sole cost. Vendor shall ensure that all subconsultants comply with the requirements of this section.

26. ASSIGNMENT: If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Vendor shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City with written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

27. AGREEMENT SUBJECT TO FUNDING: The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by the City due to loss of funding shall obligate the Vendor to refund any prepaid fees.

28. ENTIRE AGREEMENT. The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor concerning the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

29. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Signature Page to follow

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last set forth below.

CITY OF BOYNTON BEACH, FLORIDA

_____

Rebecca Shelton, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Tammy Stanzione, Interim City Clerk

TD SYNNEX CORPORATION

Signed by:
Randy Finley
4349E10A8D89442...

_____

(Signature) TD Synnex Corporation

Randy Finley
Print Name of Authorized Official

Title
Sr. Director, Public Sector

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

_____

Print Name

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EXHIBIT A
MASTER AGREEMENT BETWEEN REGION 4 EDUCATION SERVICE CENTER (ESC) AND TD SYNNEX CORPORATION CONTRACT # R250307

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Region 4 Education Service Center (ESC)

Contract # R250307

for

Cyber Security Solutions and Services

with

TD SYNNEX Corporation

Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and TD SYNNEX Corporation, effective October 1, 2025:

I. Vendor Contract and Signature Form
II. Executed Offer and Signature Form
III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of June 24, 2025 by and between TD SYNNEX Corporation. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Cyber Security Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

30) INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.

.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.

.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.

.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.

.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.

.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.

.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.

.8 Casualty Insurance and Securities-Minimum Requirements:

a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000
c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000
e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name	TD SYNNEX Corporation
Address	5350 Tech Data Drive
City/State/Zip	Clearwater, FL 33760
Telephone No.	510-407058
Email Address	Randy.Finley@tdsynnex.com
Printed Name	Randy Finley
Title	Sr. Director, Business Development
Authorized signature	Signed by: Randy Finley 4349F10A8D89442...

Accepted by Region 4 ESC:

Contract No. R250307

Initial Contract Term 10/1/2025 to 9/30/2028

Region 4 ESC Authorized Board Member — Date: 6/24/2025

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — Date: 6/24/2025

Victor E. White
Print Name

25-03 Addendum 2
TD SYNNEX Corporation
Supplier Response

Event Information

Number: 25-03 Addendum 2
Title: CYBER SECURITY SOLUTIONS
Type: Request for Proposal - Region 4 ESC
Issue Date: 3/5/2025
Deadline: 4/24/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Wednesday, March 26, 2025, at 10:00 am
via ZOOM at https://esc4.zoom.us/j/92570375617?from=addon

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

TD SYNNEX Corporation Information

Contact: Janie Frandsen
Address: 39 Pelham Ridge Drive,
Greenville, SC., SC 29615
Phone: (864) 349-4390
Email: janie.frandsen@tdsynnex.com
Web Address: TDSYNNEX.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janie Frandsen
Signature

Janie.frandsen@tdsynnex.com
Email

Submitted at 4/23/2025 08:53:15 AM (CT)

Supplier Note

The TD SYNNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners. We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Requested Attachments

Offer and Contract Signature Form

Offer_and_Contract_Signature_Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Deviation Form

32725 Deviation Form FINAL.pdf

Please complete the Deviation Form, located on the Attachments tab, and upload the completed document here.

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Products and Pricing

Palo Alto and TD SYNNEX Products and Services Pricing.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

ServiceSolv Brochures.zip

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA_Partners Exhibit_F_Federal_Funds_Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA_Partners_-_rk_ISSUES_Exhibit_G_New_Jersey_Business_Compliance_FE.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

W-9 Upload

W9 2025 TD SYNNEX CORPORATION.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Addendum No. 1

Region 4 Addendums 1 and 2.docx

Please complete Addendum No. 1 then upload signed document.

Response Attachments

TD SYNNEX Public Sector Business Development Team Coverage Map 20250311.pdf

Public Sector Contract Specialist contacts and coverage map.

TD Synnex-2023-corporate-citizenship-report.pdf

This report details TD SYNNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

D&B_TD SYNNEX CORPORATION_03.27.2025.pdf

TD SYNNEX is in good financial standing as referenced in the D&B Financial Analysis Report.

TD SYNNEX Public Sector Diversity Alliance Program - For Resellers.pdf

TD SYNNEX Diversity Alliance Program guide to allow a broad ecosystem of small and diverse resellers to leverage socioeconomic status to win business.

3 ServiceSolv-Company-Line-Card.pdf

Line Card and product descriptions for the Value Added Services offered by Td SYNNEX.

Palo Alto Networks Company Overview.pdf

Company Overview for Palo Alto, who is the TD SYNNEX bidding partner.

Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf

This is to certify that TD SYNNEX is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf

TD SYNNEX Vendor Line Card

TD SYNNEX Marketing Plan.pdf

TD SYNNEX Public Sector Detailed Marketing Plan

TD SYNNEX response - Awards.docx

TD SYNNEX has received many prestigious Awards from OEM's conducting business with our company. This supports our reputation and standing in the industry as we conduct business with over 2,500 OEM's.

TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf

This Certification is referenced in Exhibit "G" as Document #8 as a mandatory requirement.

ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf

ISO 9001-5100 Listing for TD SYNNEX Warehouses.

13 25-03 Cyber Security Solutions Addendum 1.pdf

Signed Proposal Addendum to extend due date to April 24, 2025

OMNIA Partners - Exhibit A Response for National Cooperative Contract FINAL.pdf

Extended descriptions of the responses in Exhibit A, 3.0 "Supplier Response" beginning on page 15 of the proposal, plus additional information supporting responses found in the portal.

Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☑ I certify compliance with this attribute.

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Janie Frandsen

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

44

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

10800

5 WHAT ARE YOUR BUSINESS HOURS?

8:00 AM to 6:00 PM

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

YES

7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). 45
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Evans Coleman
9	**ACCOUNT MANAGER EMAIL** evans.coleman@tdsynnex.com
10	**ACCOUNT MANAGER PHONE** (864) 305-7446
11	**PAYMENT REMITTANCE ADDRESS** Payments are sent directly to the Partners/Resellers
12	**PAYMENT REMITTANCE PHONE**
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. *No response*
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests.
15	**REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE** Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing. Contract number to receive a quote from the partner/reseller will be assigned upon award. The current contract to receive quotes is #R200803.
16	**COMPANY WEBSITE ADDRESS, IF APPLICABLE** https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/
17	**HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?** In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal. We currently are awarded the OMNIA PARTNERS #R200803

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Westwind Computers Lupe Montoya-VP Sales 5655 Jefferson St NE Suite B, Albuquerque, NM 87109 Main number: (505) 345-4720

19 **REFERENCE 1 EMAIL**

lupe@wwpcinc.com

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Crystal Palmer Technical Support Manager 540-245-5058 18 Government Center Lane Verona, VA 24482 United States

21 **REFERENCE 2 EMAIL**

cpalmer@co.augusta.va.us

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Troy Cole County of Montgomery, VA Information Technology Director (540) 394-2120 ext. 54098 755 Roanoke Street Suite 2B Christiansburg, VA 24073

23 **REFERENCE 3 EMAIL**

coleta@montgomerycountyva.gov

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

South Carolina

25 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

26 **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

27 **PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

28 **ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

29 **Provide equipment manufacturer, equipment types and discounts off published list price.**

TD SYNNEX Corporation is a Fortune 100 broad-line computer products distributor with 11 warehouses and offices located nationwide. Our corporate line card has over 2,500 Original Equipment Manufacturers (OEM) listed in which we are their authorized distributor, providing distribution, logistics and marketing services in support of their respective product lines. Our OEM's rely on us to stock and support their 200,000+ products and solutions, but also to drive demand with Value Added Resellers (VARs) and Solution Providers, who in turn resell to end-user customers, both commercially and Public Sector based. We play a vital role at the center of the IT business partner's ecosystem by supporting our vendors – including well-known names in business to new and emerging companies, to help them bring their innovations to market and accelerate technology adoption. As an IT distributor, we make the connection between manufacturers and the reseller, providing a host of products and service.

30 **Define any freight charges.**

Region 4 ESC participating partners will receive free UPS and/or FedEx ground shipping for products that ship directly from a TD SYNNEX distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, furniture/shelving, and other heavy/bulky items that require special delivery. Alternative carriers will used for OCONUS (Outside the continental United States) shipments, to include Alaska, Hawaii, Canada, or any offshore delivery. Shipping cost will vary by order.

31 **Describe how Offeror responds to emergency orders.**

To the extent the orders are Defense Priority Allocation System, those will be handled in accordance with the Defense Priorities and Allocations System.

32 **What is Offeror's average Fill Rate?**

Currently, the TD SYNNEX inventory fill rate is ~80%. TD SYNNEX has recently incorporated a new automated tool which has increased our fill-rate by 65% from the closest warehouses. This has improved Service Level Agreements and returned higher customer satisfaction.

33 **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

TD SYNNEX Logistics follows the "Five Rights": the right product, in the right condition, with the right quantity, delivered at the right time with the right documentation: On-time delivery is 98.5% depending on weather related issues. Warehouse order accuracy is 99.6% for same-day ship

34 **Describe Offeror's return and restocking policy.**

TD SYNNEX has defined our return and restocking policy based on Return Types. They include 1) DOA/Defective Credit 2) Advance Swap 3) Damaged Shipments 4) Kit Returns 5) Stock Balance 6) TD SYNNEX Errors 7) Manufacturer Exception Returns 8) Return Refusal and Discrepancy Policy. Details are found in Exhibit A.

35	**Describe Offeror's ability to meet service and warranty needs.** Services and warranties are offered both through OEMs and through the TD SYNNEX ServiceSolv ecosystem of authorized service providers. This allows OMNIA Partner members to determine the best provider for their service and warranty needs. There is a ServiceSolv Brochure added under the "Response Attachment" tab "Other Attachments".
36	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Customer Care offers post-sales product support including returns and RMA processing. Telephone: 800-237-8931 option 3 Email: CSHelp@tdsynnex.com; Core hours are 8AM to 5 PM EST with limited converge to 8PM EST. eRMA through EcExpress is available 24/7.
37	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** TD SYNNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Authorized Resellers will handle all invoicing for OMNIA Partners member agency orders. Resellers will not invoice their agency customers until after the product has been shipped. TD SYNNEX accepts procurement cards and there is no additional cost to OMNIA Partner member agencies for using this process. Authorized resellers will also be required to process p-card orders at no additional cost. TD SYNNEX is also pleased to work with partners and end user customers to offer a customized or specific leasing or financing program that works best for them.
38	**Describe Offeror's contract implementation/customer transition plan.** TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number.
39	**Describe the financial condition of Offeror.** TD SYNNEX is in good financial standing. Reference the D&B Financial Analysis in "Response Attachments" Tab, "Other Attachments".
40	**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.** TD SYNNEX has a Customer Care Website to address Product Return Guidelines: https://www.tdsynnex.com/na/us/td-synnex-customer-care/. For quoting, ordering and reporting, there is a website specifically assigned to OMNIA Partners: OMNIA Partners@tdsynnex.com
41	**Describe the Offeror's safety record.** TD SYNNEX Total Case Incident rate (TCIR) in 2024 was 0.8909, our Lost Time Injury rates (LTI) frequency was 2.088 and LTI Severity was 0.095.
42	**Provide a brief history of the Offeror, including year it was established and corporate office location.** TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations.

43 **Describe Offeror's reputation in the marketplace.**

The expertise of SYNNEX has been recognized worldwide, with a range of accolades and awards. Our vendors, resellers and clients are proud to call us partners as we continue to support their business strategies with best-in-class technology and business solutions.TD SYNNEX is #76 in the Fortune 500 Business Ratings: Some awards include: Corporate Citizenship Recognition including: 2025, 2024, 2023 & 2022 Fortune World's Most Admired Company; 2025, 2024, 2023 & 2022 Great Place to Work® Certified; 2023 CRN Women & Diversity in Channel Award; 2024 & 2023 CRN Inclusive Channel Leaders; Received a score of 100 on the Human Rights Campaign Foundation's; 2023-2024 Corporate Equality Index. Please refer to the Response Attachments tab "Other Attachments" to view the "Awards" document.

44 **Describe Offeror's reputation of products and services in the marketplace.**

TD SYNNEX Corporation is a Fortune 100 broad-line computer products distributor with an exceptional reputation delivering products and services globally. With over 2,500 Original Equipment Manufacturers (OEM) listed on our line card,

45 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

As a distributor, TD SYNNEX will onboard our partners/resellers to the OMNIA contract and update the affiliate list on a monthly basis. All Authorized Reseller participation will be in accordance with the Terms and Conditions set forth in the OMNIA Master Agreement. TD SYNNEX currently has over 500 "affiliates" utilizing the OMNIA Partners contract we currently hold and we verify compliance of our affiliates based on performance to the contract.

46 **Describe the experience and qualifications of key employees.**

At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts. We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

47 **Describe Offeror's experience working with the government sector.**

For over 30 years, TD SYNNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

48 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

None

49 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

TD SYNNEX holds licenses State, Federal regulatory requirements within all 50 states.

50 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

51	**Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.** TD SYNNEX is providing out entire line card of OEM's and their services. There are over 2,500 OEM's listed for access to all OMNIA Partner agencies to procure product and services from. We have uploaded our ServiceSolv line card under Response Attachments, and our OEM/Vendor line cards under the "Response Attachments" tab "Other Attachments".
52	**Include a per diem rate.** Contracts are Firm Fixed Price with No Per Diem offered.
53	**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.** There are no additional charges or a minimum charge of hours for outside of regular working hours.
54	**Is pricing available for all products and services?** Yes. Pricing and discounts are included in the response under the files uploaded "Products and Pricing". There is also a pricing and discount matrix assed to the "Response Attachments" tab under "Other Attachments" that outlines the TD SYNNEX OEM's and their pricing discounts.
55	**Describe any shipping charges (where applicable).** Shipping charges are included in the price of the products unless there are additional circumstances involved such as overnight deliveries.
56	**Provide pricing for warranties on all products and services.** Warranties are included standard warranties applied from OEM's
57	**Describe any return or restocking fees.** As the distributor of manufacturer branded products, TD SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or restocking fees for returns. At a minimum, TD SYNNEX agrees to a 30 day return policy for unopened product. Not all product lines are eligible for this return policy. Check with your TD SYNNEX salesperson to verify specific eligibility.
58	**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.** TD SYNNEX can offer special discounts and incentives on a case-by-case basis.
59	**Describe how customers verify they are receiving Contract pricing.** TD SYNNEX has a defined quoting process for our authorized partner/resellers. These fees are based off the OMNIA contract catalog prices with the discounts included and will be quoted by a dedicated OMNIA contract quoting group.
60	**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category** discounts should not change over the term of the Contract. TD SYNNEX does not expect the pricing structure to change, however as we receive new price files from the OEM's, the prices are updated in our database and reflected in the catalog quotes.
61	**Describe how future product introductions will be priced and align with Contract pricing proposed.** All discounts provided within this response will be valid for the contract duration. New products will be added at discounted rate per category as found in the "Response Attachments" tab, "Products and Pricing"

62 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

TD SYNNEX has a strong Diversity Alliance Program which includes partners in support of government agencies. Please find the Program Details in the "Response Attachments Tab", under "Other Attachments"

63 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

N/A

64 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

N/A

65 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

N/A

66 **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

N/A

67 **Other recognized diversity certificate holder**

If yes, list certifying agency

N/A

68 **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number. TD SYNNEX currently holds these cooperative agreements: • Equalis Group Technology Solutions R10-1173F; NCPA 01-170 Advanced Technology Solutions Aggregator; OMNIA Partners Cyber Security Solutions #R200803; PEPPM 2024 – Wholesaler Technology Catalog; Sourcewell 020624-SYN TD SYNNEX will continue to promote the value of the OMNIA Partners contract, the number of supported agencies and resellers currently using the contract today.

69 **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

70 **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

71 **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

72 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Randy Finley-Sr. Director Public Sector randy.finley@tdsynnex.com- • (800) 2378931 x4001887; Marketing: Melissa Tomberg, Sr. Marketing Program Manager, Melissa.Tomberg@tdsynnex.com, (800) 2378931 x4102582: Sales, Sales Support and Financial Reporting: OMNIA@TDSYNNEX.com; Financial Reporting: contracts@TDSYNNEX.com; Contracts: ContractsAdmin@tdsynnex.com;

73 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

74 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

TD SYNNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, similar to the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Please refer to the Public Sector Coverage Map under "Response Attachment" "Other Attachments" to see the coverage.

75 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. As we include the full TD SYNNEX line card across all 50 states, the contract encompasses cross industry selling and support. Ongoing Contract Program Management Activities include, but are not limited to: • Training/webinars - initial and ongoing • Product Refresh - marketing and communication • Business Development-slip/gain report for both reseller and manufacturer • Business Development-monthly sales report to Manufacturer with email updates; • Quarterly Business Review for reseller (or as needed); • Quarterly Business Review for manufacturers • Identification of potential seasonal pricing (hot list) for the OMNIA Partners community • Quarterly Business Review webinar for reseller community • Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events • Maintenance of authorized reseller database with contact information • Contract reporting and Administrative fee payment to OMNIA Partners • Pricing updates as well as new product identification and submission. TD SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

76 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

TD SYNNEX is a Distributor supporting 500+ current partners/resellers under the OMNIA Partners contract. These contacts will be provided the opportunity to transfer to the new contract to continue conducting business through the OMNIA Partners contract. TD SYNNEX has enjoyed a very strong relationship with OMNIA Partners current contract and look forward to conducting business under the new contract. The Top 10 partners/resellers that have sold through the OMNIA contract are: Reseller Agency Totals UPSTATE WHOLESALE SUPPLY INC, DBA BRITE $ 5,097,023.00 BLUEALLY TECHNOLOGY SOLUTIONS, LLC $ 2,537,441.43 COMPULINK TECHNOLOGIES INC. $ 2,478,988.24 COMPUTERS AT WORK INC $ 2,171,420.61 RAJ SOMAS (NYC FISA) $ 1,591,475.10 SENTINEL TECHNOLOGIES $ 1,143,204.86 CS BUSINESS SYSTEMS $ 1,052,039.10 FLAGLER TECHNOLOGIES LLC $ 1,027,837.60 COMPUTACENTER UNITED STATES INC. $ 993,348.56 TRACE3, LLC $ 975,332.54

77 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



78 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



79	**Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. [redacted]
80	**Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
81	**Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.** ☑ Yes
82	**Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
83	**Products/Pricing - Upload on Response Attachments Tab** i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information o Provide equipment manufacturer, equipment types and discount off published list price. o Define any freight charges. o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

84	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

85	**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.** TD SYNNEX has 11 Distribution Facilities and Warehouses across the U.S. The total square footage is 4,758,605.

86	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,** to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days Executive Leadership will promote the award of the OMNIA Partners contract during OEM and partner calls and promote recruitment of Dealers using the Public Sector Contract Specialists dedicated to assist in onboarding new partners/resellers. Internal messaging will include Webinars and marketing tools for the sales force access via the Website.

87 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

First 90 Days Upon award, communicate to vendor and internal Product Management/Business Development teams. Develop contract terms and conditions statement, pricing calculator, and published contract price file. Review administrative requirements. Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation. Social Media awareness campaign to direct customers to our website. Determine manufacturer's strategy and reseller engagement. Establish reseller qualifiers, sales minimums, agreement. Review contract requirements with authorized resellers. Review required business plan/marketing plan from authorized resellers. Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers. Where applicable, conduct joint road shows to promote/train. Publish TD SYNNEX Corporation press release. Provide marketing collateral for resellers. Reseller call campaign to reach out to partners to inform them of the contract. Dealer visits from our Account Managers to evangelize the contract. Dealer Partner live webinar series. "Educate and Inform" stage to ensure reseller customers are aware of the contract. Conference calls and webinars to inform reseller customers of OMNIA Partners. Trade shows, events, and virtual events. Government Navigator business intelligence tool to help Dealer partners uncover opportunities. Email campaign at the Account Manager level. OMNIA Direct line 800-237-8931 toll free

88 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

89 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

90

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

91

NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92

CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

93

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

94	**DISCLOSURE OF INTERESTED PARTIES**
	Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
	(1) requires an action or vote by the governing body; or
	(2) has a value of $1 million or more; or
	(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.
	
	NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).
	
	If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.
	
	Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.
	
	Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
	(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
	(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.
	
	IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.
	
	THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
	• *a sponsored research contract of an institution of higher education;*
	• *an interagency contract of a state agency or an institution of higher education;*
	• *a contract related to health and human services if:*
	  • *the value of the contract cannot be determined at the time the contract is executed; and*
	  • *any qualified vendor is eligible for the contract;*
	• *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
	• *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
	• *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*
	
	☑ I certify compliance with this attribute.

95

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION A - No proprietary information

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CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

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CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

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ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

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FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

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FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

☑ I certify compliance with this attribute.

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FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

☑ I certify compliance with this attribute.

108	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
109	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
110	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

111	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

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FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115	**FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT** **(K)** Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
116	**FEDERAL RULE (L) - BUY AMERICAN PROVISIONS** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
117	**FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

118

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

119

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

120

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

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APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

122

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

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INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

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EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

125

SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

126	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

Response to Request for Proposal

Solicitation Number 25-03

Cyber Security Solutions

By

Region 4 Education Service Center

In Partnership with

OMNIA Partners, Public Sector





Prepared By

TD SYNNEX Corporation
39 Pelham Ridge Drive, Greenville, SC 29615
April 23, 2025

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 25-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions

SUBMITTAL DEADLINE: Thursday, April 17, 2025, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No.1 is hereby issued as follows:

1. **Questions Deadline**: The deadline for receipt of questions this RFP is hereby changed in the Calendar of Events to from Friday, March 28, 2025 to the date & time below:

    - Thursday, March 27, 2025 @ 5:00 PM Central Time

This date aligns with Region 4 ESC's Procurement System, IONWAVE.

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNNEX

Contact Person Randy Finley

Signature Signed by: Randy Finley 4349F10A8DB8442...

Date Apr 9, 2025 | 12:54:53 EDT

Crystal Wallace, CTSBS
Region 4 Education Service Center
Procurement Contract Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 25-03

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Cyber Security Solutions

This Addendum No. 2 amends the Request for Proposals (RFP) for Cyber Security Solutions ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. SUBMITTAL DEADLINE: THURSDAY, APRIL 24, 2025, 2:00 PM CENTRAL TIME

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNNEX

Contact Person Randy Finley

Signature Signed by: Randy Finley 4349F10A8D89442...

Date Apr 18, 2025 | 12:57:22 EDT

Crystal Wallace
Region 4 Education Service Center Procurement
Contract Specialist

Cyber Security Solutions
Solicitation Number 25-03
Addendum No. 2

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

□ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification (Deviation should be submitted in detail by redlining the documents when possible)	Accepted (For Region 4 ESC's use)
[redacted]	[redacted]	[redacted]	
	[redacted]		
	[redacted]		

April 22, 2025

Region 4 Education Service Center
7145 West Tidwell Rd.
Houston, TX 77092
In Partnership with Omnia Partners
5001 Aspen Grove Dr.
Franklin, TN 37067

Re: **Region 4 Education Service Center and Omnia Partners RFP #25-03 for Cyber Security Solutions**

Dear Sir/Madam:

TD SYNNEX Corporation appreciates the opportunity to propose an innovative program utilizing our tier-one OEM solutions, authorized reseller/integrator partners, and world-class program management. This document, along with the materials listed in Appendix A, represents our formal response to this RFP. Our response does not contain any proprietary information.

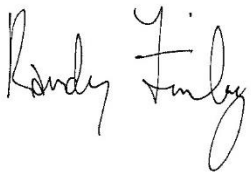
TD SYNNEX Corporation is pleased to offer Region 4 Education Service Center (ESC) member agencies, in partnership with Omnia Partners, access to the full line of Palo Alto Networks products. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transformative technology. Their mission is to be the cybersecurity partner of choice, protecting the digital way of life.

Additionally, TD SYNNEX Corporation offers Region 4 ESC member agencies, in partnership with Omnia Partners, access to over 2,500 original IT manufacturers, providing comprehensive advanced technology solutions through the Omnia Partners contract without the need for multiple contracts.

The TD SYNNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners.

We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Sincerely,



Randy Finley
Senior Director
Public Sector Business Development

TD SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, South Carolina 29615
(510) 402-7058
randy.finley@tdsynnex.com

Additional Attachments In the Portal

1. TD SYNNEX Public Sector Business Development Team Coverage Map 20250311.pdf
2. TD Synnex-2023-corporate-citizenship-report.pdf
3. D&B_TD SYNNEX CORPORATION_03.27.2025.pdf
4. TD SYNNEX Public Sector Diversity Alliance Program - For Resellers.pdf
5. ServiceSolv-Company-Line-Card.pdf
6. Palo Alto Networks Company Overview.pdf
7. Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf
8. 2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf
9. TD SYNNEX Marketing Plan.pdf
10. TD SYNNEX response - Awards.docx
11. TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf
12. ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf
13. 25-03 Cyber Security Solutions Addendum 1.pdf
14. Cover Letter and Exhibit A Response

APPENDIX B

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACTS

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

A. Driving speed to market to reach Public Agencies through process innovation
B. Encouraging competitive manufacturer offerings
C. Providing enhanced data driven analytics to suppliers and manufacturers
D. Identifying participant engagement opportunities for Suppliers and manufactures

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iv. Design, publication and distribution of co-branded marketing materials within first 90 days
v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
vii. Dedicated OMNIA Partners page on Supplier's website with:
    - OMNIA Partners standard logo.
    - Copy of original Request for Proposal.
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
    - Summary of Products and pricing.
    - Marketing Materials
    - Electronic link to OMNIA Partners' website.
    - A dedicated toll-free number and email address for OMNIA Partners

The 90-Day Plan is outlined in Section 3.3, Vendor Response below, plus there is a copy uploaded of our Marketing Plan provided under the "Response Attachments" tab. TD Synnex currently holds an OMNIA Partners contract award #R200803 which has been very successful for both companies. As part of the award, TD SYNNEX has met all the above requirements. The TD SYNNEX OMNIA Partners contract currently has over 2,500 OEM's listed through TD SYNNEX. The current URL for the contract found on the TD SYNNEX main contracts page is: OMNIA Partners – TD SYNNEX Public Sector.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNNEX shares our logo with OMNIA Partners today and enjoys full marketing rights for communications and promotions. We also suggest to our customer partners to display the OMNIA logo at trade show events, on presentations and their marketing events and campaigns.

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies.

Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide.

Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process.

1.6 Objectives of Cooperative Program

Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing
This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to

OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors.

Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations. TD SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and is ranked #64 on the 2023 Fortune 500. TD SYNNEX has built upon its core distribution business to create a highly efficient hybrid model that provides customers with a wide range of solutions and value-added services. A publicly-traded corporation on the New York Stock Exchange (SNX), TD SYNNEX is a global business process services company, providing outsourcing services in IT distribution, contract assembly, logistics management, and more to resellers and original equipment manufacturers (OEMs) around the world. TD SYNNEX distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. TD SYNNEX Public Sector has been exclusively focused on the Public Sector, including higher education customers, since 1991.

The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

B. Total number and location of salespersons employed by Supplier.

The Public Sector organization consists of approximately 800 co-workers focused on the OMNIA contract. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal.

TD SYNNEX Office Facilities:

- Fremont, CA (44201 Nobel Drive, Fremont, CA 94538)
- Clearwater, FL (16202 Bay Vista Drive, Clearwater, FL 33760)

- Greenville, SC (39 Pelham Ridge Drive, Greenville, SC 29615)
- Herndon, VA (DLT Solutions, 2411 Dulles Corner Park #800, Herndon, VA 20171)
- Gilbert, AZ (410 E Rivulon Blvd, Suite 201, Gilbert, AZ 85295)

C. Number and location of support centers (if applicable) and location of corporate office.

TD SYNNEX main headquarters is in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations.

TD SYNNEX' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge based sales consultants. We have over 1 million square feet of warehouse space across 11 distribution centers, located strategically throughout the United States.

TD SYNNEX offers:

- Proven distribution, logistics and product management processes
- Excellent past performance in the Public Sector market
- A national presence and nationwide distribution network
- ISO 9001-certifed supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan (available upon request)
- Customs-Trade Partnership Against Terrorism (C-TPAT) Certified
- Membership in Transported Asset Protection Association (TAPA)
- Experienced government contractor with both Federal and State contracts
- A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.

TD SYNNEX Distribution Centers:

- Chino, California
- Fontana, California
- Tracy, California
- Miami, Florida
- Suwanee, Georgia
- Romeoville, Illinois
- South Bend, Indiana
- Southaven, Mississippi
- Swedesboro, New Jersey
- Columbus, Ohio
- Fort Worth, Texas.



D. Annual sales for the three previous fiscal years.

TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

TD SYNNEX Public Sector fiscal year 2022 public sector sales were in excess of $11.2 Billion (18.0% of overall company revenue):

- Education $4 Billion
- State/Local government $3.3 Billion
- Federal $3.9 Billion

TD SYNNEX Public Sector fiscal year 2023 public sector sales were in excess of $11.6 Billion (20.2% of overall company revenue):

- Education $3.9 Billion
- State/Local government $3.5 Billion
- Federal $4.0 Billion

TD SYNNEX Public Sector fiscal year 2024 public sector sales were in excess of $12.5 Billion (21.4% of overall company revenue):

- Education $4.5 Billion
- State/Local government $4.1 Billion
- Federal $3.9 Billion

TD SYNNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year.

FY 2022 $62,343,800,000.00
FY 2023 $57,555,400,000.00
FY 2024 $58,452,400.000.00

a. Submit FEIN and Dunn & Bradstreet report.

TD SYNNEX FEIN is 94-2703333

D&B Financial report is below, and a .pdf of the report has been attached in the "Response Attachments Tab, "Other Attachments".

D&B Finance Analytics

Printed By:Nelita Faraon

Date Printed:03/27/2025

LIVE REPORT

TD SYNNEX CORPORATION

Tradestyle(s): TD SYNNEX 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 05-599-1053
Phone: +1 510 668 3400

Address: 44201 Nobel Dr, Fremont, CA, 94538, United States Of America
Web: www.tdsynnex.com
Endorsement: nelita.faraon@tdsynnex.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	70	15 Days Beyond Terms
Delinquency Score	77	Low to Moderate Risk of severe payment delinquency.
Failure Score	23	Moderate to High Risk of severe financial stress.
D&B Viability Rating	2 6 A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A3	US$ 50,000,000 and over in Net Worth or Equity. Moderate Risk

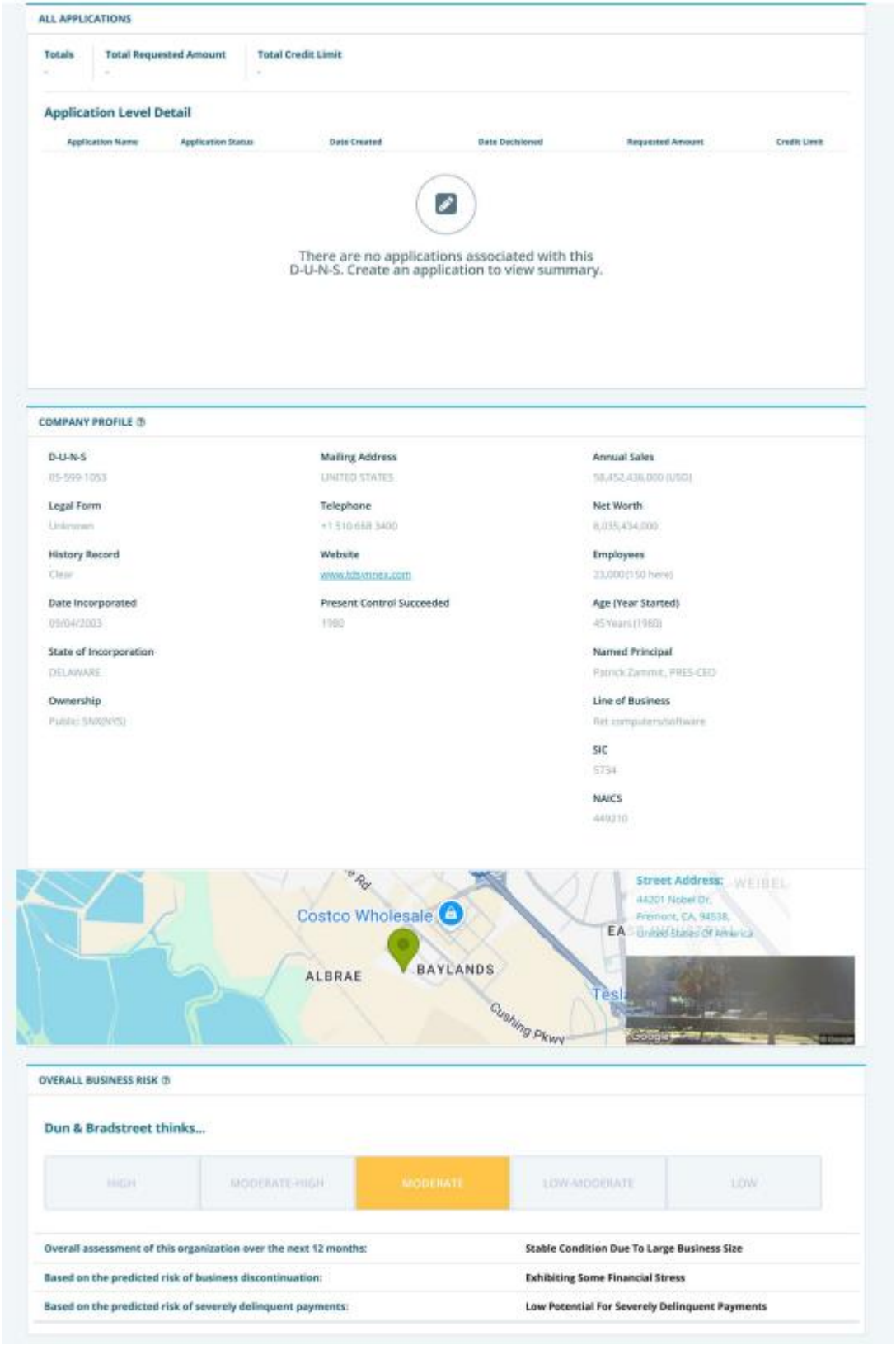
ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Account Status	Folders

There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.



ALL APPLICATIONS

Totals	Total Requested Amount	Total Credit Limit
-	-	-

Application Level Detail

Application Name	Application Status	Date Created	Date Decisioned	Requested Amount	Credit Limit

There are no applications associated with this D-U-N-S. Create an application to view summary.

COMPANY PROFILE

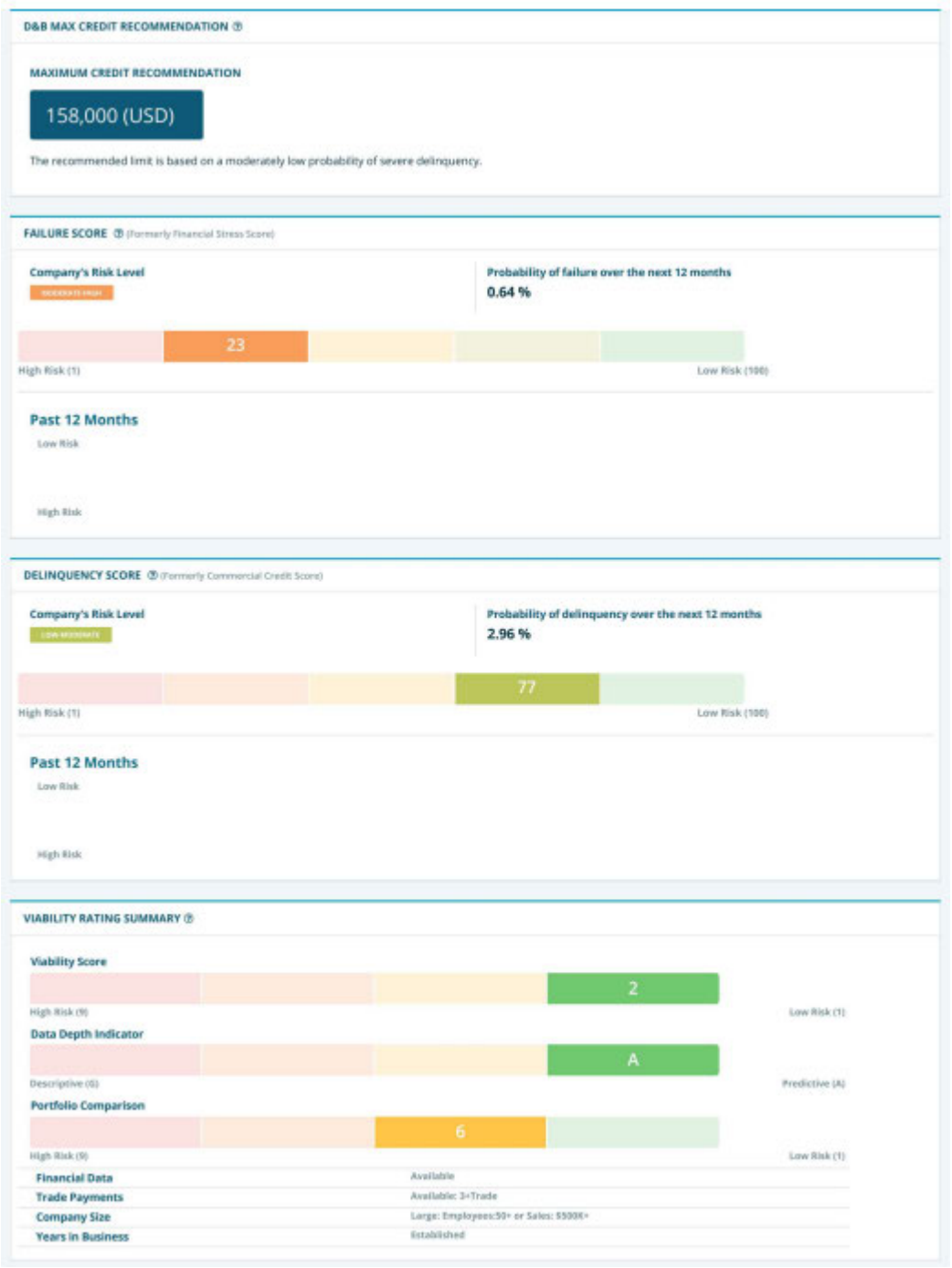
D-U-N-S 05-599-1053	Mailing Address UNITED STATES	Annual Sales 58,452,436,000 (USD)
Legal Form Unknown	Telephone +1 510 668 3400	Net Worth 8,035,434,000
History Record Clear	Website www.tdsynnex.com	Employees 23,000 (150 here)
Date Incorporated 09/04/2003	Present Control Succeeded 1980	Age (Year Started) 45 Years (1980)
State of Incorporation DELAWARE		Named Principal Patrick Zammit, PRES-CEO
Ownership Public: SNX(NYS)		Line of Business Ret computers/software
		SIC 5734
		NAICS 449210

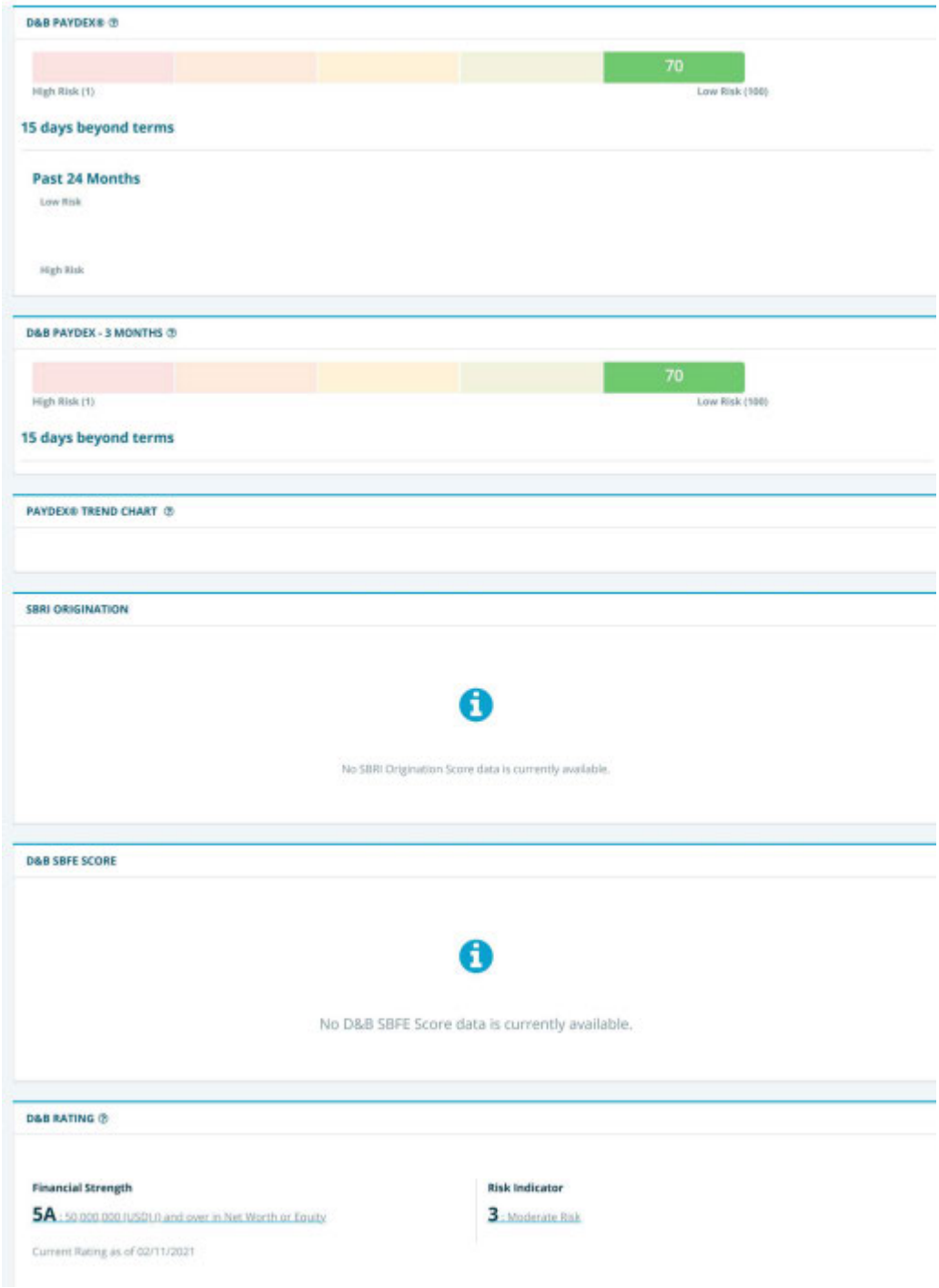
OVERALL BUSINESS RISK

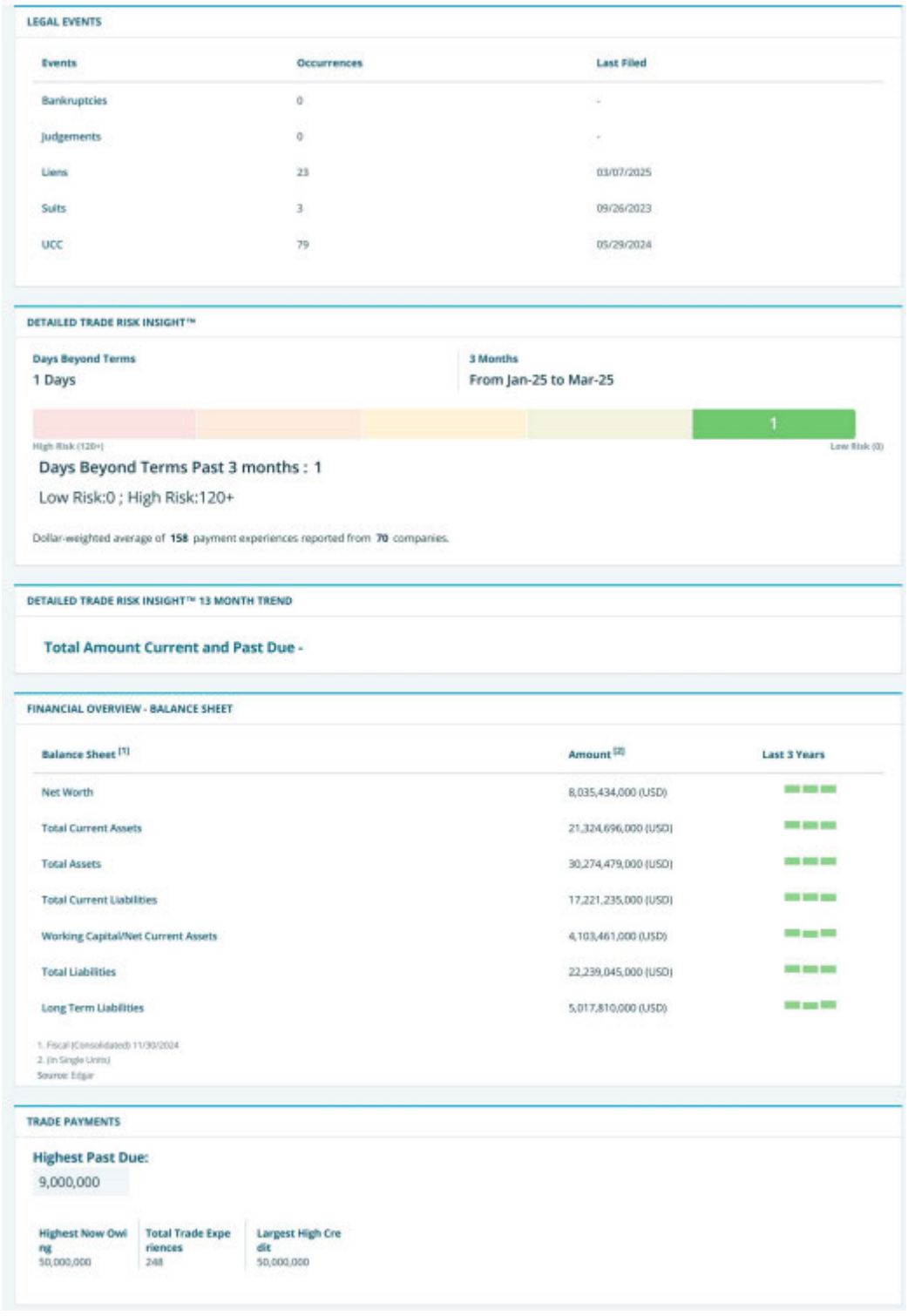
Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Overall assessment of this organization over the next 12 months:	Stable Condition Due To Large Business Size
Based on the predicted risk of business discontinuation:	Exhibiting Some Financial Stress
Based on the predicted risk of severely delinquent payments:	Low Potential For Severely Delinquent Payments


D&B MAX CREDIT RECOMMENDATION
MAXIMUM CREDIT RECOMMENDATION
158,000 (USD)
The recommended limit is based on a moderately low probability of severe delinquency.
FAILURE SCORE (Formerly Financial Stress Score)
Company's Risk Level
Probability of failure over the next 12 months
0.64 %
23
High Risk (1)
Low Risk (100)
Past 12 Months
Low Risk
High Risk
DELINQUENCY SCORE (Formerly Commercial Credit Score)
Company's Risk Level
Probability of delinquency over the next 12 months
2.96 %
77
High Risk (1)
Low Risk (100)
Past 12 Months
Low Risk
High Risk
VIABILITY RATING SUMMARY
Viability Score
2
High Risk (9)
Low Risk (1)
Data Depth Indicator
A
Descriptive (D)
Predictive (A)
Portfolio Comparison
6
High Risk (9)
Low Risk (1)
Financial Data
Available
Trade Payments
Available: 3+Trade
Company Size
Large: Employees:50+ or Sales: $500K+
Years in Business
Established


D&B PAYDEX®
70
High Risk (1)
Low Risk (100)
15 days beyond terms
Past 24 Months
Low Risk
High Risk
D&B PAYDEX - 3 MONTHS
70
High Risk (1)
Low Risk (100)
15 days beyond terms
PAYDEX® TREND CHART
SBRI ORIGINATION
No SBRI Origination Score data is currently available.
D&B SBFE SCORE
No D&B SBFE Score data is currently available.
D&B RATING
Financial Strength
5A : 50 000 000 (USD) and over in Net Worth or Equity
Current Rating as of 02/11/2021
Risk Indicator
3 : Moderate Risk



LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	23	03/07/2025
Suits	3	09/26/2023
UCC	79	05/29/2024

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Jan-25 to Mar-25

1

High Risk (120+) Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **158** payment experiences reported from **70** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

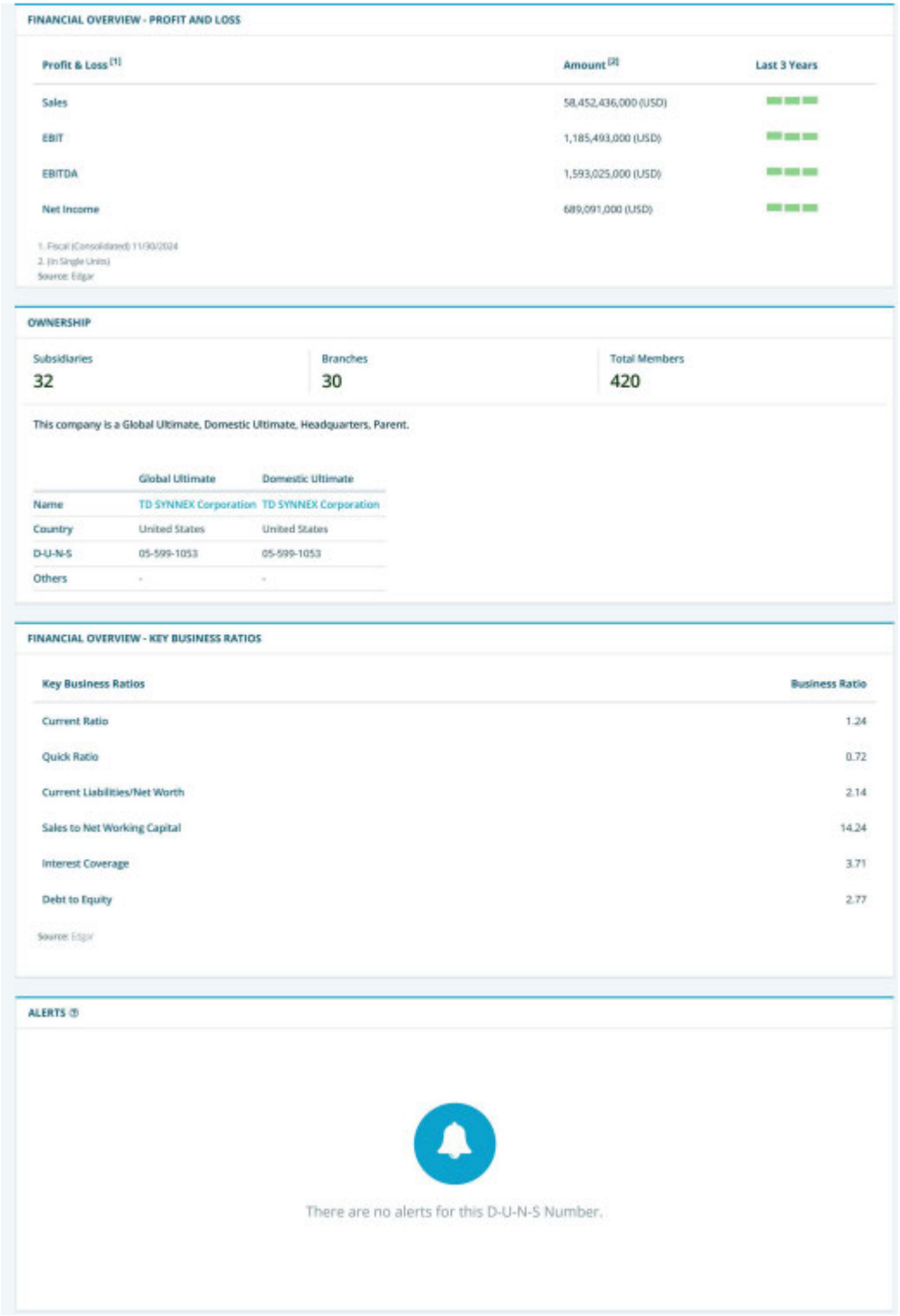
Balance Sheet [1]	Amount [2]	Last 3 Years
Net Worth	8,035,434,000 (USD)	
Total Current Assets	21,324,696,000 (USD)	
Total Assets	30,274,479,000 (USD)	
Total Current Liabilities	17,221,235,000 (USD)	
Working Capital/Net Current Assets	4,103,461,000 (USD)	
Total Liabilities	22,239,045,000 (USD)	
Long Term Liabilities	5,017,810,000 (USD)	

1. Fiscal (Consolidated) 11/30/2024
2. (In Single Units)
Source: Edgar

TRADE PAYMENTS

Highest Past Due:
9,000,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
50,000,000	248	50,000,000



FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss [1]	Amount [2]	Last 3 Years
Sales	58,452,436,000 (USD)	
EBIT	1,185,493,000 (USD)	
EBITDA	1,593,025,000 (USD)	
Net Income	689,091,000 (USD)	

1. Fiscal (Consolidated) 11/30/2024
2. (In Single Units)
Source: Edgar

OWNERSHIP

Subsidiaries	Branches	Total Members
32	30	420

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	TD SYNNEX Corporation	TD SYNNEX Corporation
Country	United States	United States
D-U-N-S	05-599-1053	05-599-1053
Others	-	-

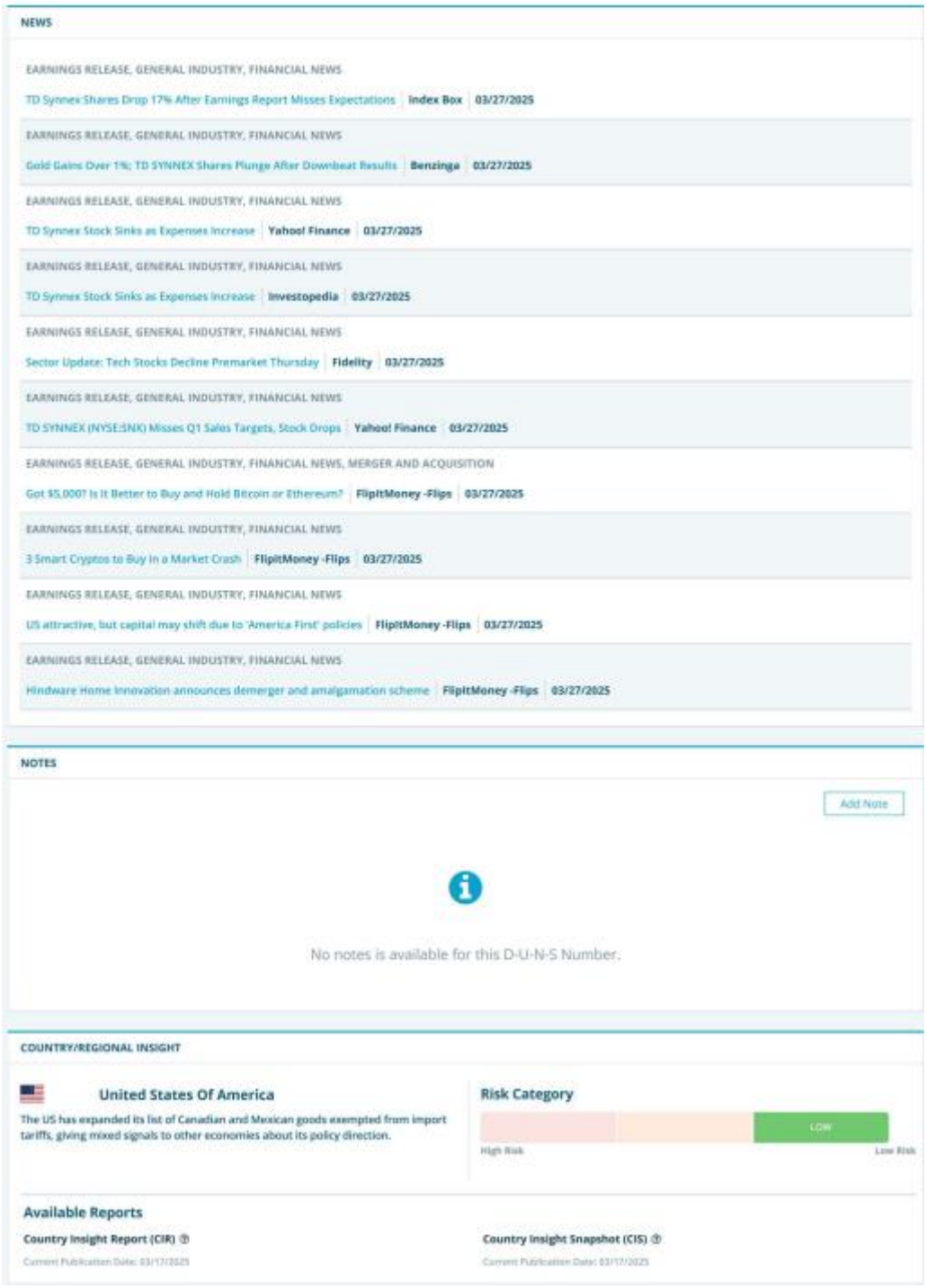
FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Current Ratio	1.24
Quick Ratio	0.72
Current Liabilities/Net Worth	2.14
Sales to Net Working Capital	14.24
Interest Coverage	3.71
Debt to Equity	2.77

Source: Edgar

ALERTS

There are no alerts for this D-U-N-S Number.



NEWS

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD Synnex Shares Drop 17% After Earnings Report Misses Expectations | Index Box | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Gold Gains Over 1%; TD SYNNEX Shares Plunge After Downbeat Results | Benzinga | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD Synnex Stock Sinks as Expenses Increase | Yahoo! Finance | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD Synnex Stock Sinks as Expenses Increase | Investopedia | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Sector Update: Tech Stocks Decline Premarket Thursday | Fidelity | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

TD SYNNEX (NYSE:SNX) Misses Q1 Sales Targets, Stock Drops | Yahoo! Finance | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS, MERGER AND ACQUISITION

Got $5,000? Is It Better to Buy and Hold Bitcoin or Ethereum? | FlipItMoney -Flips | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

3 Smart Cryptos to Buy in a Market Crash | FlipItMoney -Flips | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

US attractive, but capital may shift due to 'America First' policies | FlipItMoney -Flips | 03/27/2025

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Hindware Home Innovation announces demerger and amalgamation scheme | FlipItMoney -Flips | 03/27/2025

NOTES

Add Note

No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT

United States Of America

The US has expanded its list of Canadian and Mexican goods exempted from import tariffs, giving mixed signals to other economies about its policy direction.

Risk Category

LOW

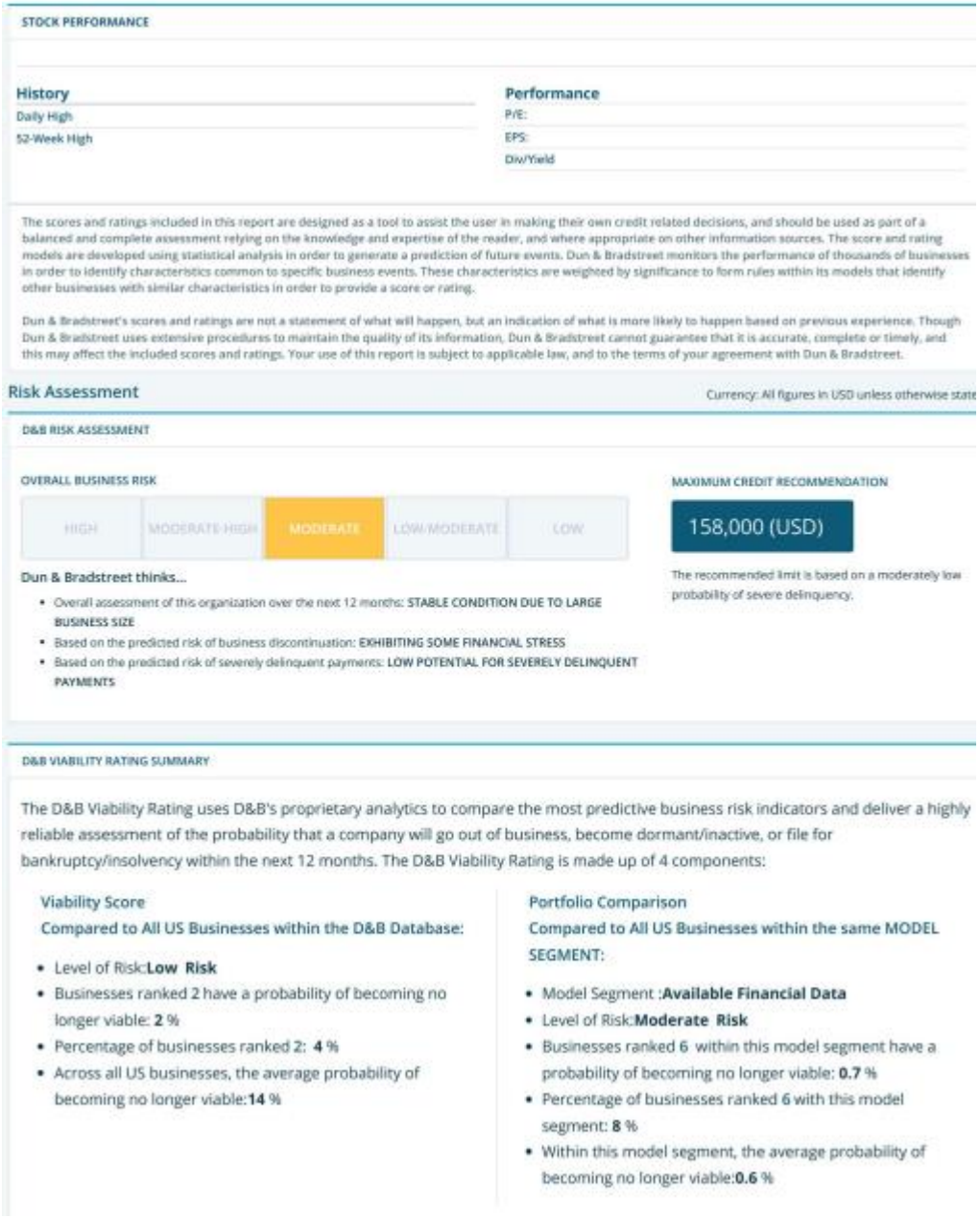
High Risk

Low Risk

Available Reports

Country Insight Report (CIR)

Country Insight Snapshot (CIS)



STOCK PERFORMANCE

History	Performance
Daily High	P/E:
52-Week High	EPS:
	Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures in USD unless otherwise state

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH | MODERATE HIGH | MODERATE | LOW-MODERATE | LOW

MAXIMUM CREDIT RECOMMENDATION

158,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

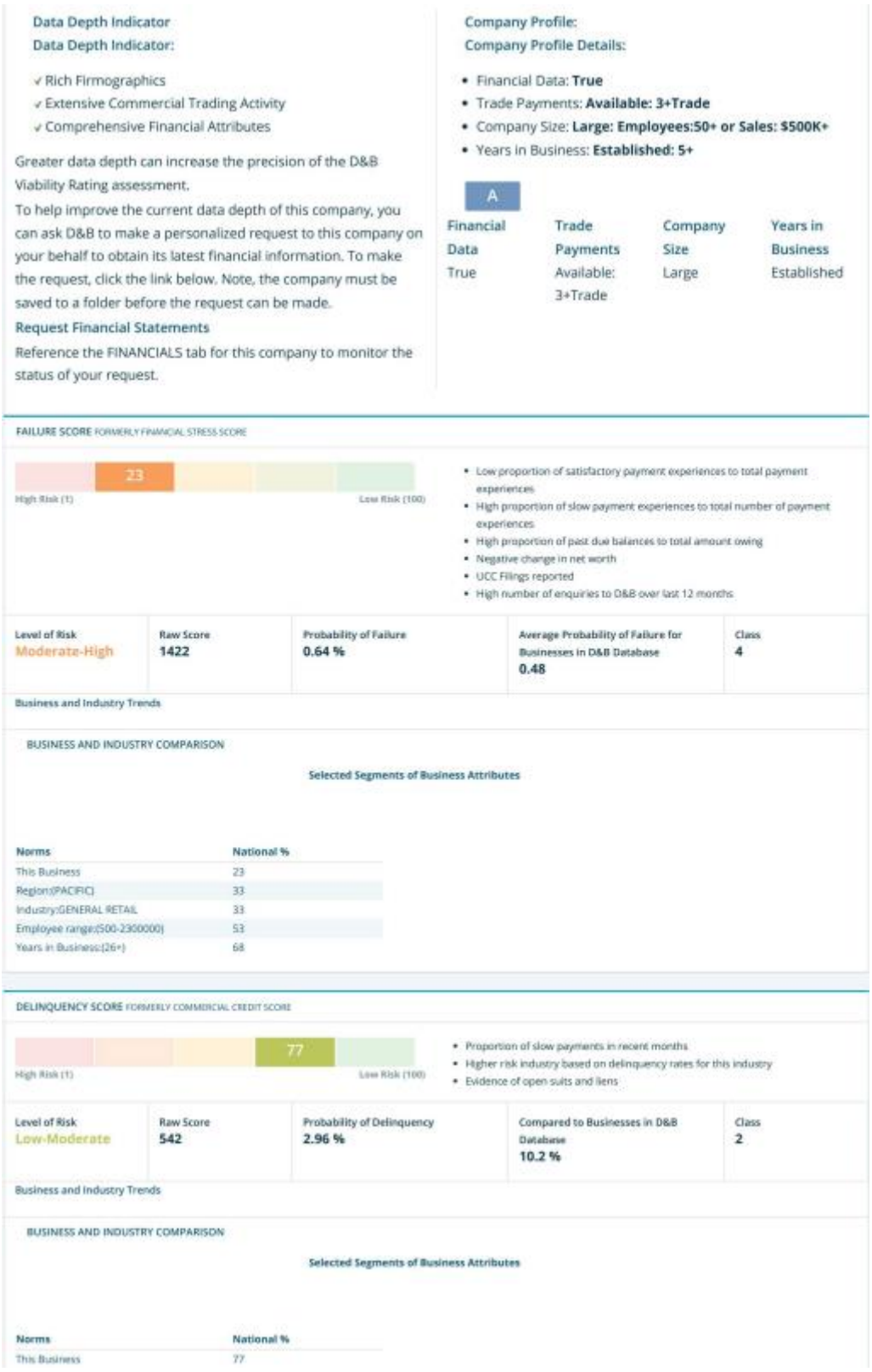
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked 2 have a probability of becoming no longer viable: **2** %
- Percentage of businesses ranked 2: **4** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Moderate Risk**
- Businesses ranked 6 within this model segment have a probability of becoming no longer viable: **0.7** %
- Percentage of businesses ranked 6 with this model segment: **8** %
- Within this model segment, the average probability of becoming no longer viable:**0.6** %



Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

23

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing
- Negative change in net worth
- UCC Filings reported
- High number of enquiries to D&B over last 12 months

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	1422	0.64 %	0.48	4

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	23
Region:(PACIFIC)	33
Industry:GENERAL RETAIL	33
Employee range:(500-2300000)	53
Years in Business:(26+)	68

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

77

High Risk (1) Low Risk (100)

- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Evidence of open suits and liens

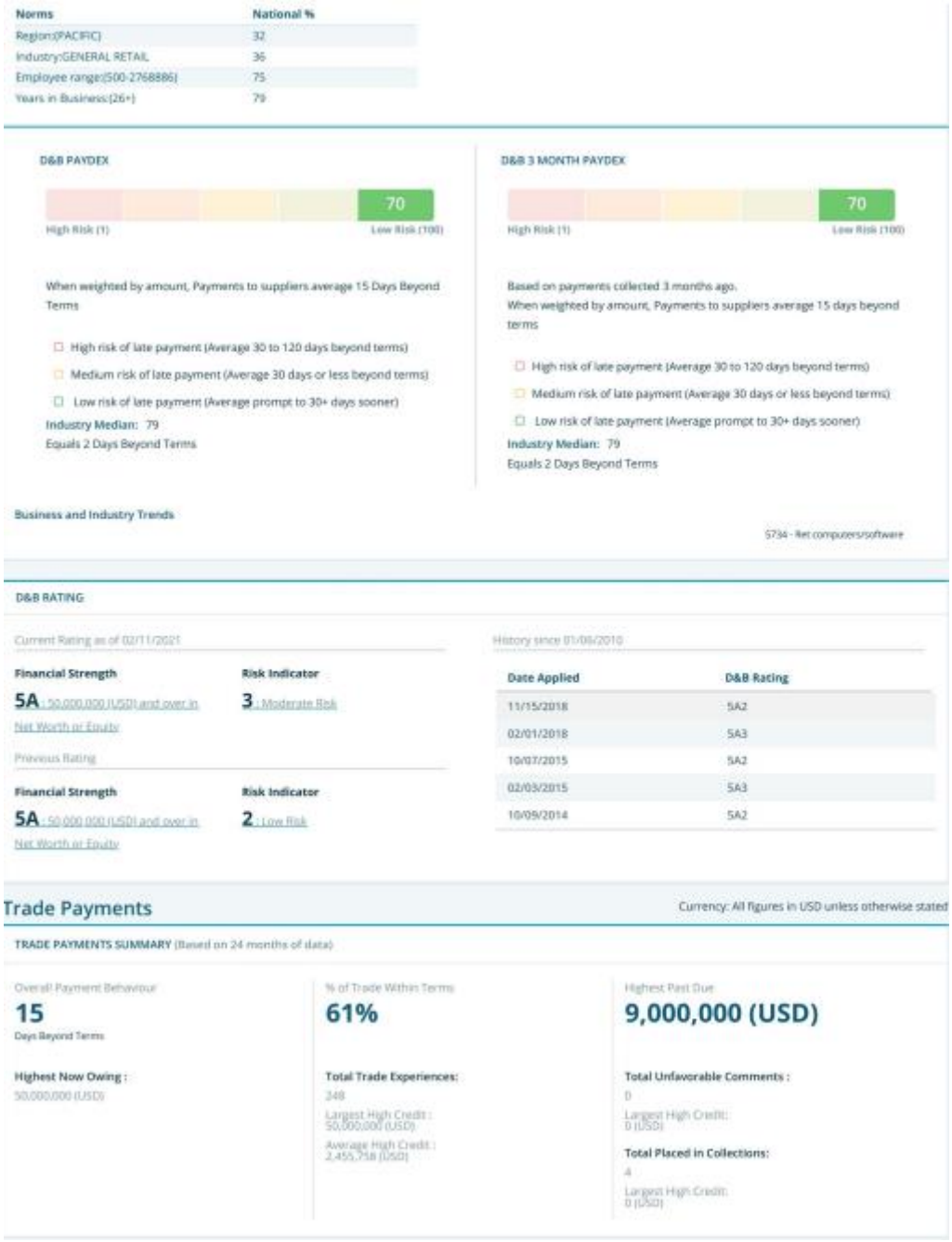
Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	542	2.96 %	10.2 %	2

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	77



Norms	National %
Region:(PACIFIC)	32
Industry:GENERAL RETAIL	36
Employee range:(500-2768886)	75
Years in Business:(26+)	79

D&B PAYDEX

70

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX

70

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 15 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

Business and Industry Trends

5734 - Ret computers/software

D&B RATING

Current Rating as of 02/11/2021

Financial Strength: 5A : 50,000,000 (USD) and over in Net Worth or Equity

Risk Indicator: 3 : Moderate Risk

Previous Rating

Financial Strength: 5A : 50,000,000 (USD) and over in Net Worth or Equity

Risk Indicator: 2 : Low Risk

History since 01/06/2010

Date Applied	D&B Rating
11/15/2018	5A2
02/01/2018	5A3
10/07/2015	5A2
02/03/2015	5A3
10/09/2014	5A2

Trade Payments

Currency: All figures in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
15
Days Beyond Terms

Highest Now Owing :
50,000,000 (USD)

% of Trade Within Terms
61%

Total Trade Experiences:
248
Largest High Credit :
50,000,000 (USD)
Average High Credit :
2,455,758 (USD)

Highest Past Due
9,000,000 (USD)

Total Unfavorable Comments :
0
Largest High Credit:
0 (USD)

Total Placed in Collections:
4
Largest High Credit:
0 (USD)

D&B PAYDEX

70

High Risk (1) — Low Risk (100)

When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX

70

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- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

5734 - Ret computers/software

	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	Current 2025
This Business	72	72	71	71	71	67	69	68	67	66	66	66	66	66	69	68	68	70	69	70	71	71	69	70
Industry Quartile																								
Upper	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	-
Median	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	-
Lower	-	-	71	-	-	69	-	-	71	-	-	71	-	-	69	-	-	68	-	-	69	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	84	542,950,000 (USD)	71
50,000 - 99,999	16	1,135,000 (USD)	61
15,000 - 49,999	30	765,000 (USD)	67
5,000 - 14,999	36	240,000 (USD)	57
1,000 - 4,999	38	81,500 (USD)	67
Less than 1,000	18	6,850 (USD)	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
+17 - Construction - Special Trade Contractors	4	10,000	30	0	67	4	0
1711 - Mechanical contractor	3	10,000	59	0	33	8	0
1721 - Paint/paper-hanging	1	5,000	0	0	100	0	0
+26 - Paper and Allied Products	2	10,000	25	25	0	0	0
2671 - Mfg packaging paper	1	10,000	50	50	0	0	0
2679 - Mfg converted paper	1	0	0	0	0	0	0
+27 - Printing, Publishing and Allied Industries	4	15,000	25	25	0	25	25

2711 - Newspaper-print/publ	1	15,000	100	0	0	0	0
2759 - Misc coml printing	1	2,500	0	0	0	100	0
2731 - Books-print/publish	1	750	0	100	0	0	0
2741 - Misc publishing	1	100	0	0	0	0	100
-30 - Rubber and Miscellaneous Plastics Products	3	1,000,000	100	0	0	0	0
3089 - Mfg misc plastic prdt	3	1,000,000	100	0	0	0	0
-35 - Industrial and Commercial Machinery and Computer Equipment	18	50,000,000	88	4	4	0	4
3572 - Mfg computer storage	8	50,000,000	100	0	0	0	0
3571 - Mfg computers	5	50,000,000	57	0	21	1	21
3577 - Mfg comp peripherals	2	5,000,000	81	19	0	0	0
3579 - Mfg misc office eqpt	2	600,000	100	0	0	0	0
3564 - Mfg blowers/fans	1	5,000	100	0	0	0	0
-36 - Electronic and other electrical equipment and components except computer equipment	8	50,000,000	50	33	0	0	17
3663 - Mfg broadcastng equip	2	50,000,000	50	49	0	0	1
3651 - Mfg audio/video equip	2	40,000,000	99	1	0	0	0
3679 - Mfg elect. components	1	2,000,000	50	50	0	0	0
3674 - Mfg semiconductors	1	100,000	50	50	0	0	0
3678 - Mfg elect. connectors	1	7,500	0	0	0	0	100
3625 - Mfg relays/controls	1	5,000	50	50	0	0	0
-38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	3	500,000	94	0	0	0	6
3841 - Mfg medical instrmnt	2	500,000	88	0	0	0	12
3861 - Mfg photograph equip	1	60,000	100	0	0	0	0
-42 - Motor Freight Transportation and Warehousing	17	1,000,000	60	9	1	30	1

4213 - Trucking non-local	16	1,000,000	70	17	2	10	1
4214 - Local truck w/storage	1	25,000	50	0	0	50	0
+47 - Transportation Services	11	800,000	50	50	0	0	0
4731 - Arrange cargo transpt	11	800,000	50	50	0	0	0
+48 - Communications	16	250,000	67	0	0	33	0
4813 - Telephone communictns	11	100,000	100	0	0	0	0
4812 - Radiotelephone commun	4	250,000	100	0	0	0	0
4833 - Television station	1	750	0	0	0	100	0
+49 - Electric, Gas and Sanitary Services	8	200,000	100	0	0	0	0
4911 - Electric services	8	200,000	100	0	0	0	0
+50 - Wholesale Trade - Durable Goods	29	50,000,000	59	26	1	8	6
5045 - Whol computers/softwr	10	5,000,000	81	9	6	4	0
5085 - Whol industrial suppl	7	300,000	57	43	0	0	0
5065 - Whol electronic parts	5	50,000,000	55	45	0	0	0
5064 - Whol appliances	2	20,000,000	92	8	0	0	0
5099 - Whol durable goods	2	80,000	38	50	0	12	0
5084 - Whol industrial equip	1	2,500	50	0	0	0	50
5063 - Whol electrical equip	1	2,500	50	0	0	50	0
5094 - Whol jewelry	1	500	50	50	0	0	0
+51 - Wholesale Trade - Nondurable Goods	12	2,000,000	71	4	4	0	20
5199 - Whol nondurable goods	6	2,000,000	99	1	0	0	0
5113 - Whol service paper	3	2,500	58	21	21	0	0
5149 - Whol groceries	1	25,000	100	0	0	0	0
5141 - Whol general grocery	1	10,000	100	0	0	0	0
5112 - Whol office supplies	1	2,500	0	0	0	0	100
+55 - Automotive Dealers and Gasoline Service Stations	1	55,000	100	0	0	0	0
5511 - Ret new/used autos	1	55,000	100	0	0	0	0

▾57 - Home Furniture Furnishings and Equipment Stores	1	65,000	50	0	50	0	0
5734 - Ret computer/software	1	65,000	50	0	50	0	0
▾59 - Miscellaneous Retail	3	80,000	67	17	17	0	0
5948 - Ret luggage/leather	1	80,000	100	0	0	0	0
5999 - Ret misc merchandise	1	35,000	0	50	50	0	0
5961 - Ret mail-order house	1	20,000	100	0	0	0	0
▾60 - Depository Institutions	3	5,000	100	0	0	0	0
6021 - Natnl commercial bank	3	5,000	100	0	0	0	0
▾61 - Nondepository Credit Institutions	6	1,000,000	100	0	0	0	0
6153 - Short-trm busn credit	6	1,000,000	100	0	0	0	0
▾70 - Hotels Rooming Houses Camps and other Lodging Places	1	900,000	0	50	50	0	0
7011 - Hotel/motel operation	1	900,000	0	50	50	0	0
▾73 - Business Services	40	5,000,000	50	10	14	13	13
7371 - Custom programming	8	5,000,000	99	1	0	0	0
7361 - Employment agency	8	800,000	58	42	0	0	0
7372 - Prepackaged software	6	2,000,000	82	18	0	0	0
7381 - Detective/guard svcs	5	100,000	100	0	0	0	0
7363 - Help supply service	4	100,000	51	2	0	0	47
7389 - Misc business service	3	750,000	61	0	0	39	0
7353 - Hvy const eqpt rental	2	7,500	0	50	50	0	0
7373 - Computer system design	1	300,000	0	0	0	0	100
7379 - Misc computer service	1	250,000	50	0	50	0	0
7359 - Misc equipment rental	1	200,000	50	0	50	0	0
7374 - Data processing svcs	1	1,000	0	0	0	100	0
▾75 - Automotive Repair, Services and Parking	1	2,500	50	50	0	0	0
7514 - Passenger car rental	1	2,500	50	50	0	0	0

-83 - Social Services	1	2,500	100	0	0	0	0
8322 - Family social service	1	2,500	100	0	0	0	0
-87 - Engineering Accounting Research Management and Related Services	7	20,000	28	33	0	33	5
8742 - Management consulting	5	2,500	84	0	0	0	16
8748 - Business consulting	1	20,000	0	100	0	0	0
8734 - Testing laboratory	1	5,000	0	0	0	100	0
-91 - Executive Legislative and General Government except Finance	1	7,500	100	0	0	0	0
9111 - Executive office	1	7,500	100	0	0	0	0
-93 - Public Finance Taxation and Monetary Policy	8	100,000	100	0	0	0	0
9311 - Public finance	8	100,000	100	0	0	0	0
-99 - Nonclassifiable Establishments	18	50,000,000	75	25	0	0	0
9999 - Nonclassified	18	50,000,000	75	25	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/25	Pays Promptly	-	5,000,000	2,000,000	0	1
03/25	Pays Promptly	-	20,000	0	0	Between 2 and 3 Months
03/25	Pays Promptly	-	2,500	750	0	1
03/25	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
03/25	Pays Promptly	-	1,000	0	0	1
03/25	Pays Prompt to Slow 120+	-	15,000	0	0	Between 6 and 12 Months
03/25	Pays Slow 30-90+	-	25,000	0	0	Between 4 and 5 Months
03/25	Pays Slow 90+	-	100,000	7,500	5,000	1
03/25	Pays Slow 30-90+	-	10,000	2,500	1,000	1
02/25	Pays Promptly	-	40,000,000	6,000,000	0	1
02/25	Pays Promptly	-	20,000,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	2,000,000	1,000,000	2,500	1
02/25	Pays Promptly	-	1,000,000	750,000	0	1
02/25	Pays Promptly	-	1,000,000	1,000,000	0	1
02/25	Pays Promptly	-	750,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	250,000	250,000	0	1
02/25	Pays Promptly	-	250,000	100,000	10,000	1
02/25	Pays Promptly	-	200,000	250	0	1
02/25	Pays Promptly	-	200,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	100,000	85,000	0	1
02/25	Pays Promptly	-	90,000	25,000	0	1
02/25	Pays Promptly	-	85,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	N60	80,000	0	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
02/25	Pays Promptly	-	45,000	10,000	0	1
02/25	Pays Promptly	N60	35,000	35,000	1,000	1
02/25	Pays Promptly	-	20,000	7,500	0	1
02/25	Pays Promptly	N60	15,000	15,000	7,500	1
02/25	Pays Promptly	-	7,500	7,500	0	1
02/25	Pays Promptly	-	7,500	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	5,000	2,500	0	1
02/25	Pays Promptly	N60	5,000	5,000	5,000	1
02/25	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	2,500	250	0	1
02/25	Pays Promptly	-	2,500	2,500	1,000	1
02/25	Pays Promptly	-	2,500	500	0	1
02/25	Pays Promptly	N60	2,500	0	0	1
02/25	Pays Promptly	-	2,500	2,500	0	1
02/25	Pays Promptly	-	2,500	1,000	0	1
02/25	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	1,000	1,000	0	1
02/25	Pays Promptly	-	750	750	0	1
02/25	Pays Promptly	-	500	0	0	1
02/25	Pays Promptly	-	250	250	0	1
02/25	Pays Promptly	-	250	0	0	1
02/25	Pays Promptly	-	0	0	0	1
02/25	Pays Prompt to Slow 30+	-	50,000,000	30,000,000	5,000,000	1
02/25	Pays Prompt to Slow 30+	-	7,000,000	1,000,000	200,000	1
02/25	Pays Prompt to Slow 30+	-	4,000,000	700,000	0	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	0	0	1
02/25	Pays Prompt to Slow 30+	-	700,000	400,000	100,000	1
02/25	Pays Prompt to Slow 30+	-	500,000	100,000	0	1
02/25	Pays Prompt to Slow 30+	-	80,000	45,000	0	1
02/25	Pays Prompt to Slow 30+	-	25,000	0	0	Between 4 and 5 Months
02/25	Pays Prompt to Slow 30+	N30	10,000	5,000	5,000	1
02/25	Pays Prompt to Slow 30+	-	2,500	2,500	1,000	1
02/25	Pays Prompt to Slow 45+	-	100,000	100,000	50,000	1
02/25	Pays Prompt to Slow 45+	-	5,000	0	0	Between 2 and 3 Months
02/25	Pays Prompt to Slow 60+	N30	250,000	70,000	70,000	1
02/25	Pays Prompt to Slow 60+	-	250,000	200,000	30,000	1
02/25	Pays Prompt to Slow 60+	N30	200,000	25,000	10,000	1
02/25	Pays Prompt to Slow 60+	-	30,000	5,000	0	1
02/25	Pays Prompt to Slow 60+	-	10,000	750	0	1
02/25	Pays Prompt to Slow 60+	-	2,500	1,000	500	1
02/25	Pays Prompt to Slow 90+	-	2,500	0	0	1
02/25	Pays Prompt to Slow 120+	-	2,500	250	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
02/25	Pays Slow 30+	-	70,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30+	-	10,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30-60+	-	5,000	0	0	Between 4 and 5 Months
02/25	Pays Slow 60+	-	95,000	30,000	30,000	Between 2 and 3 Months
02/25	Pays Slow 45-80+	N30	2,500	2,500	2,500	1
02/25	Pays Slow 90+	-	1,000,000	900,000	900,000	-
02/25	Pays Slow 90+	-	5,000	5,000	5,000	Between 4 and 5 Months
02/25	Pays Slow 120+	-	50	50	50	-
02/25	Pays Slow 30-150+	-	1,000	1,000	1,000	Between 4 and 5 Months
01/25	Pays Slow 30+	-	1,000	1,000	1,000	-
01/25	Pays Slow 30-60+	-	35,000	35,000	35,000	-
12/24	Pays Slow 120+	-	250	250	250	-
12/24	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
05/24	Pays Prompt to Slow 180+	-	5,000	2,500	2,500	Between 6 and 12 Months
05/24	Placed for collection	-	0	250	250	-

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	17	1,900 (USD)
Payment record unknown	1	7,500 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	4	0 (USD)
Total in D&B's file	248	545,187,750 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

Currency: All figures in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	23 Latest Filing: 03/07/2025	3 Latest Filing: 09/26/2023	79 Latest Filing: 05/29/2024

EVENTS

Lien - Tax Lien

Filing Date	03/07/2025
Filing Number	154834250168B
status	Open
Date Status Attained	03/07/2025

Received Date	03/10/2025
Debtors	TD SYNNEX CORPORATION
Creditors	STATE OF MINNESOTA, COMMISSIONER OF REVENUE
Court	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

Lien - Tax Lien

Filing Date	12/20/2024
Filing Number	2412200272
status	Open
Date Status Attained	12/20/2024
Received Date	02/27/2025
Amount	109,409 (USD)
Debtors	TDSYNNEX CORPORATION, CLEARWATER, FL
Creditors	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	12/18/2024
Filing Number	U2400968886740
status	Open
Date Status Attained	12/18/2024
Received Date	12/22/2024
Debtors	TDSYNNEX CORPORATION, CLEARWATER, FL
Creditors	EMPLOYMENT DEVELOPMENT DEPARTMENT, SACRAMENTO, CA
Court	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	10/11/2024
Filing Number	24JG075884
status	Open
Date Status Attained	10/11/2024
Received Date	11/26/2024
Amount	3,592 (USD)
Debtors	TD SYNNEX CORPORATION
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Lien - Tax Lien

Filing Date	09/16/2024

Filing Number	202409160095992
status	Open
Date Status Attained	09/16/2024
Received Date	10/24/2024
Amount	1,153 (USD)
Debtors	SYNNEX CORPORATION, GROVE CITY, OH
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY RECORDER OF DEEDS, COLUMBUS, OH

Lien - Tax Lien

Filing Date	08/21/2024
Filing Number	DJ 097182 24
status	Open
Date Status Attained	08/21/2024
Received Date	10/25/2024
Amount	45,239 (USD)
Debtors	TD SYNNEX CORPORATION, CLEARWATER, FL
Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	07/25/2024
Filing Number	DJ 084798 24
status	Open
Date Status Attained	07/25/2024
Received Date	10/25/2024
Amount	13,871 (USD)
Debtors	TD SYNNEX CORPORATION, CLEARWATER, FL
Creditors	DIV OF TAXATION
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/19/2024
Filing Number	DJ 067998 24
status	Open
Date Status Attained	06/19/2024
Received Date	10/25/2024
Amount	19,832 (USD)
Debtors	TECH DATA CORPORATION, CLEARWATER, FL

Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/06/2024
Filing Number	246914558
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	3,129 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Lien - Tax Lien

Filing Date	10/03/2023
Filing Number	236933493
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	208 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Suit

Filing Date	09/26/2023
Filing Number	23CV006799
status	Pending
Date Status Attained	09/26/2023
Received Date	11/02/2023
Plaintiffs	RIDOUANE S HAMANI
Defendant	TD SYNNEX CORPORATION, COLUMBUS, OH
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Suit

Filing Date	01/23/2023
Filing Number	23LA 62
status	Dismissed

Date Status Attained	07/27/2023
Received Date	11/26/2024
Amount	50,001 (USD)
Plaintiffs	GALLEGOS JOSE
Defendant	TD SYNNEX CORP, ROMEOVILLE, IL
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL

Suit

Filing Date	03/23/2020
Filing Number	20L 250
status	Pending
Date Status Attained	03/23/2020
Received Date	03/31/2020
Amount	50,000 (USD)
Plaintiffs	STEGMAJER STEVEN
Defendant	SYNNEX CORP
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL

UCC Filing - Amendment

Filing Date	05/29/2024
Filing Number	2024 3592548
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	05/29/2024
Filing Number	2024 3592647
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	05/17/2023
Filing Number	2023 3688644
Received Date	10/24/2023
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/22/2022
Filing Number	2022 1559178
Received Date	04/22/2022
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products
Secured Party	MUFG BANK, LTD., NEW YORK, NY
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531763
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMMION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531698
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS

Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DEMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531482
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINJOI BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491141
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (TK/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINIEM BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491059
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT

Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491323
Received Date	03/29/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	10/26/2021
Filing Number	2021 8569015
Received Date	01/24/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543507
Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543580

Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543416
Received Date	01/07/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	07/20/2021
Filing Number	210068759030
Received Date	07/27/2021
Collateral	All Assets including proceeds and products
Secured Party	MCKESSON CORPORATION, FOR ITSELF AND AS COLLATERAL AGENT FOR EACH OF ITS AFFILIATES, JACKSONVILLE, FL
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6125088
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6125195
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6124727
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6124941
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUHISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804817
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757

Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804775
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/03/2016
Filing Number	20166804890
Received Date	12/21/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804304
Received Date	12/09/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/15/2011
Filing Number	2011 4478320
Received Date	01/10/2012
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/13/2011
Filing Number	2011 3517219
Received Date	11/15/2011
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, N.A.
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	11/18/2010
Filing Number	2010 4068072
Received Date	12/08/2010
Collateral	Inventory and proceeds - Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/18/2010
Filing Number	2010 4059535
Received Date	12/08/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242

Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	01/26/2009
Filing Number	2009 0272267
Received Date	02/25/2009
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	01/26/2009
Filing Number	2009 0249869
Received Date	08/18/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Secured Party	GENERAL ELECTRIC CAPITALCORPORATION, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/13/2007
Filing Number	2007 0579242
Received Date	05/21/2007
Collateral	Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Debtors	SYNNEX CORPORATION
Assignee	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT, NORWALK, CT
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be

reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures in USD unless otherwise stated

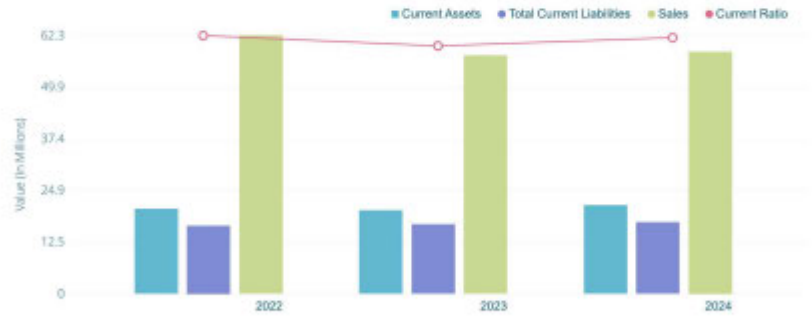
There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures in USD unless otherwise stated

Financials

FINANCIAL STATEMENT COMPARISON



	Fiscal Consolidated 11/30/2024 In Thousands	Fiscal Consolidated 11/30/2023 In Thousands	Fiscal Consolidated 11/30/2022 In Thousands	Last 3 years
Current Assets	21,324,696	20,084,436	20,500,865	
Current Liabilities	17,221,235	16,738,762	16,428,721	
Tangible Net Worth	8,035,434	8,183,182	8,025,506	
Sales	58,452,436	57,555,416	62,343,810	
Net Income	689,091	626,911	651,307	
Current Ratio	1.24	1.2	1.25	
Working Capital	4,103,461	3,345,674	4,072,144	
Other Assets	8,949,783	9,328,378	9,233,133	

Long Term Liabilities	5,017,810	4,490,870	5,279,771	

Fixed assets shown net less $359,559,000 depreciation.
Explanations: The net worth of this company includes intangibles.

Financials

Currency: All figures in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 11/30/2024	
Receivables From Vendors-Net	USD 958,105	
Accounts Receivable	USD 10,341,625	
Cash	USD 1,059,378	
Other Current Assets	USD 678,540	
Inventory	USD 8,287,048	
Total Current Assets	USD 21,324,696	

Long Term Assets	Fiscal 11/30/2024	
Intangible Assets-Net	USD 3,912,267	
Property, Plant, Fixtures & Equipment	USD 457,024	
Goodwill	USD 3,895,077	
Other long term assets	USD 685,415	
Total Assets	USD 30,274,479	

Liabilities

Total Current Liabilities	Fiscal 11/30/2024	
Accruals	USD 1,966,036	
Borrowings	USD 171,092	
Accounts Payable	USD 15,084,107	
Total Current Liabilities	USD 17,221,235	

Long Term Liabilities	Fiscal 11/30/2024	
Long-Term Borrowings	USD 3,736,399	
ACCUM OTHER COMPREHENSIVE LOSS	(USD 645,117)	
TREASURY STOCK	(USD 1,513,017)	
Common Stock	USD 99	
Deferred Tax Liabilities	USD 812,763	
Other Long Term Liabilities	USD 468,648	
Retained Earnings	USD 2,755,781	

Long Term Liabilities	Fiscal 11/30/2024
Additional Paid In Capital / Capital Surplus	USD 7,437,688
Total Liabilities & Net Worth	USD 30,274,479

PROFIT AND LOSS INFORMATION

Date	Description
11/30/2024	Sales $58,452,436,000; cost of goods sold $54,471,130,000. Gross profit $3,981,306,000; operating expenses $2,787,095,000. Operating income $1,194,211,000; other expenses $328,176,000; net income before taxes $866,035,000; Federal income tax $176,944,000. Net income $689,091,000.

Financial Ratios

Currency: All figures in USD unless otherwise stated

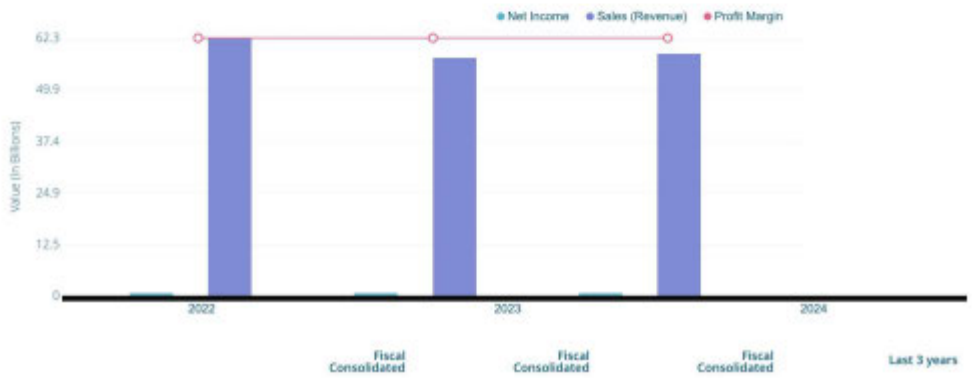
KEY BUSINESS RATIOS

Statement date	Based on Number of Establishments
11/30/2024	12

	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return On Assets	2.3	3.1	3
Return on Net Worth	8.6	8.6	2
Return on Sales	1.2	3.1	3
Short Term Solvency			**Efficiency**
Accounts Payable to Sales	25.8	7.5	1
Assets Over Sale	51.8	90.9	4
Collection Period	64.6	7.0	1
Sales to Inventory	7.1	5.8	2
Sales Over Net Working Capital	14.2	9.2	1
Utilization			
Total Liabilities Over Net Worth	276.8	160.0	1

Income Statement

Currency: All figures in USD unless otherwise stated

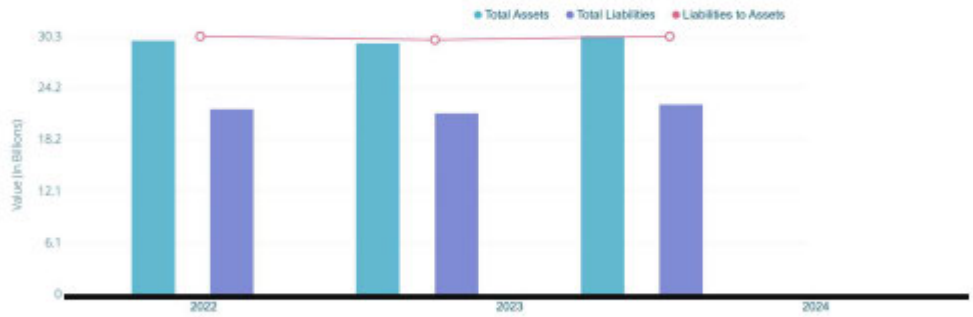


	11/30/2024	11/30/2023	11/30/2022	
Sales (Revenue)	58,452,436,000	57,555,416,000	62,343,810,000	
Cost of Revenue	54,471,130,000	53,598,587,000	58,443,611,000	
Gross Profit	**3,981,306,000**	**3,956,829,000**	**3,900,199,000**	
Sales and General Admin	2,715,781,000	2,672,562,000	2,627,007,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	71,314,000	206,235,000	222,319,000	
Other Operating Items	-	-	-	-
Operating Income	1,194,211,000	1,078,032,000	1,050,873,000	
Net Total Other Income and Expenses	(8,718,000)	(206,000)	(1,165,000)	
Earnings Before Interest and Taxes	1,185,493,000	1,077,826,000	1,049,708,000	
Interest Expense	319,458,000	288,318,000	222,578,000	
Earnings Before Tax	866,035,000	789,508,000	827,130,000	
Income Tax Expense	176,944,000	162,597,000	175,823,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	689,091,000	626,911,000	651,307,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	**689,091,000**	**626,911,000**	**651,307,000**	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	689,091,000	626,911,000	651,307,000	

Balance Sheet

Currency: All figures in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



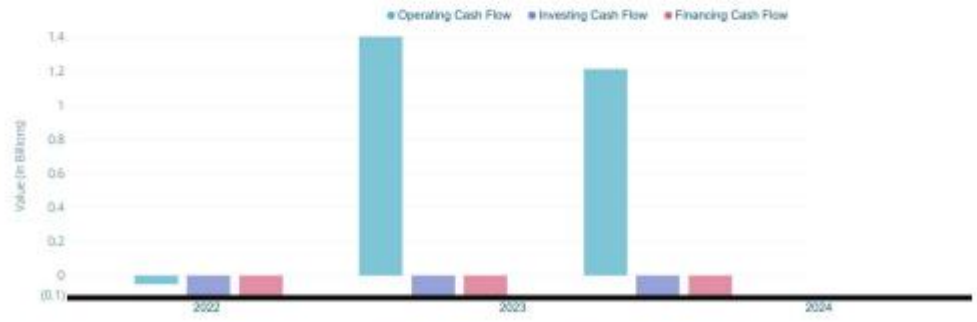
Assets	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Cash and Cash Equivalents	1,059,378,000	1,033,776,000	522,604,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	11,299,730,000	11,262,148,000	10,240,134,000	
Inventory	8,287,048,000	7,146,274,000	9,066,620,000	
Other Current Assets	678,540,000	642,238,000	671,507,000	
Total Current Assets	**21,324,696,000**	**20,084,436,000**	**20,500,865,000**	
Fixed Assets	457,024,000	450,024,000	421,064,000	
Long Term Investments	-	-	-	-

Deferred Long Term Asset Charges	-	-	-	-
Other Assets	685,415,000	729,870,000	585,342,000	
Goodwill	3,895,077,000	3,904,170,000	3,803,850,000	
Total Assets	**30,274,479,000**	**29,412,814,000**	**29,733,998,000**	
Accumulated Amortization	-	-	-	-
Intangible Assets	3,912,267,000	4,244,314,000	4,422,877,000	
Liabilities	**Fiscal Consolidated 11/30/2024**	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Trends**
Accounts Payable	17,050,143,000	15,755,177,000	16,160,593,000	
Short Term and Current Long Term Debt	171,092,000	983,585,000	268,128,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	**17,221,235,000**	**16,738,762,000**	**16,428,721,000**	
Long Term Debt	3,736,399,000	3,099,193,000	3,835,665,000	
Deferred Long Term Liability Charges	812,763,000	893,021,000	942,250,000	
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	468,648,000	498,656,000	501,856,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	**22,239,045,000**	**21,229,632,000**	**21,708,492,000**	
Shareholder's Equity	**Fiscal Consolidated 11/30/2024**	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Trends**
Preferred Stocks	0	0	0	-
Common Stocks	99,000	99,000	99,000	
Retained Earnings	2,755,781,000	2,204,771,000	1,708,234,000	
Treasury Stocks	1,513,017,000	949,714,000	337,217,000	
Capital Surplus	7,437,688,000	7,435,274,000	7,374,100,000	
Other Equity	(645,117,000)	(507,248,000)	(719,710,000)	
Total Equity	**8,035,434,000**	**8,183,182,000**	**8,025,506,000**	

Cash Flow

Currency: All figures in USD unless otherwise stated

CASH FLOW



	Fiscal Consolidated 11/30/2024	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Last 3 years**
Depreciation	407,532,000	418,315,000	463,365,000	
Net Income Adjustments	43,885,000	35,396,000	42,629,000	
Changes in Liabilities	1,930,252,000	(971,747,000)	2,375,952,000	

Changes in Accounts Receivables	202,221,000	783,676,000	1,256,753,000
Changes in Inventories	1,214,505,000	(2,032,202,000)	2,636,759,000
Changes in Other Operating Activities	436,310,000	(49,972,000)	(310,655,000)
Net Cash Flows - Operating Activities	1,217,724,000	1,407,373,000	(49,604,000)
Capital Expenditures	175,112,000	150,007,000	117,049,000
Investments	14,840,000	556,000	-0
Other Cash Flows from Investing Activities	(3,886,000)	(5,848,000)	1,541,000
Net Cash Flows - Investing Activities	(193,838,000)	(156,411,000)	(115,508,000)
Dividends Paid	138,081,000	130,374,000	114,946,000
Sale and Purchase of Stock	(599,896,000)	(611,813,000)	(116,782,000)
Net Borrowings	(176,551,000)	(25,142,000)	(32,136,000)
Other Cash Flows from Financing Activities	(24,703,000)	(18,551,000)	(11,727,000)
Net Cash Flows - Financing Activities	(953,100,000)	(785,880,000)	(275,591,000)
Effect of Exchange Rate	(45,184,000)	45,838,000	(31,354,000)
Change in Cash and Cash Equivalents	25,602,000	510,920,000	(472,057,000)

Company Profile

Currency: All figures in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S
05-599-1053

Mailing Address
UNITED STATES

Annual Sales
58,452,436,000 (USD)

Legal Form
Unknown

Telephone
+1 510 668 3400

Net Worth
8,035,434,000 (USD)

History Record
Clear

Website
www.tdsynnex.com

Employees
23,000 (150 here)

Date Incorporated
09/04/2003

Present Control Succeeded
1980

Age (Year Started)
45 Years (1980)

Business Commenced On
1980

SIC
5734

Named Principal
Patrick Zammit, PRES-CEO

State of Incorporation
DELAWARE

NAICS
445210

Line of Business
Ret computers/software

Ownership
Public: SNX(NYS)



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-06-14
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TD SYNNEX CORPORATION
Corporation Type	Unknown
State of Incorporation	DELAWARE

Date Incorporated	09/04/2003
Registration ID	3699364
Registration Status	GOOD STANDING
Date Status Attained	12/10/2021
Filing Date	09/04/2003
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	THE CORPORATION TRUST COMPANY
Address	CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE, 198010000

PRINCIPALS

Officers

PATRICK ZAMMIT, PRES-CEO+
ANN F VEZINA, CHB+
MARSHALL WITT, CFO
JOHN HENRY, CAO
DAVID VETTER, CLO
SIMON LEUNG, CBO

Directors

DIRECTOR(S): The officers identified by (+) and Kathleen Crusco, Ting Herh, Richard Hume, Kenneth Lamneck, Nayaki R Nayyar, Dennis Polk, Claude Pumilia and Merline Saintil.

COMPANY EVENTS

The following information was reported on: 02/11/2025

The Delaware Secretary of State business registrations file showed that TD SYNNEX Corporation was registered as a Corporation on September 4, 2003, under the file registration number 3699364.

Business started 1980.

The company (SYNNEX) has been in business since 1980. The company was originally incorporated in the State of California as COMPAC Microelectronics, Inc. in November 1980, and changed its name to SYNNEX Information Technologies, Inc. in February 1994. The company later reincorporated in the State of Delaware under the name of SYNNEX Corporation in October 2003.

SPIN-OFF.

On December 1, 2020, the company completed the previously announced separation of its customer experience services business (the Separation), in a tax-free transaction for federal income tax purposes, which was accomplished by the distribution of one hundred per cent of the outstanding common stock of Concentrix Corporation (Concentrix) to SYNNEX stockholders as of the close of business on November 17, 2020, the record date for the distribution. After the Separation, SYNNEX does not beneficially own any shares of Concentrix' common stock. Beginning December 1, 2020, the company will no longer be consolidating Concentrix within its financial results or reflect the financial results of Concentrix within its continuing results of operations.

On October 22, 2021, the company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the company's Restated Certificate of Incorporation to change its corporate name from SYNNEX Corporation to TD SYNNEX Corporation, effective November 3, 2021.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "SNX". As of January 15, 2025, there were approximately 2,250 stockholders of record. As of February 3, 2025, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: The Vanguard Group (9.1%); FMR LLC (8.8%); BlackRock, Inc. (8.1%) and MiTAC Holdings Corporation and affiliated entities (5.7%). As of the same date, officers and directors as a group beneficially owns 1.0% of the outstanding shares.

PATRICK ZAMMIT. Antecedents not available.

ANN F VEZINA. Antecedents not available.

MARSHALL WITT. Antecedents not available.

JOHN HENRY. Antecedents not available.

DAVID VETTER. Antecedents not available.

SIMON LEUNG. Antecedents not available.

SUBSIDIARY BANKRUPTCY

During 1999-2000, the company invested $6.5 million in the equity capital of eManage.com, or eManage. During fiscal 2000, eManage also received equity investments, totaling $5.7 million, from its management, as well as from executive officers of the company, affiliates of the company and unrelated investors.

As a result of SYNNEX Information Technologies' majority ownership of eManage, financial results were consolidated in financial statements. eManage was unable to compete profitably and eventually filed for bankruptcy in November 2000. In addition to a $6.5 million loss on investment, the company incurred a loss of $3.4 million on accounts receivable due from eManage at the time of the bankruptcy filing., eManage ceased all operations in February 2001.

AFFILIATES: The following are related through common principals, management and/or ownership: Apollo Global Management, Inc., New York, NY. Started '1990'. DUNS #118509953. Operates as investment advisory service provider.

MiTAC International Corporation, Lake Forest, CA. Started '2010'. DUNS #039731066.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/11/2025

Business Information

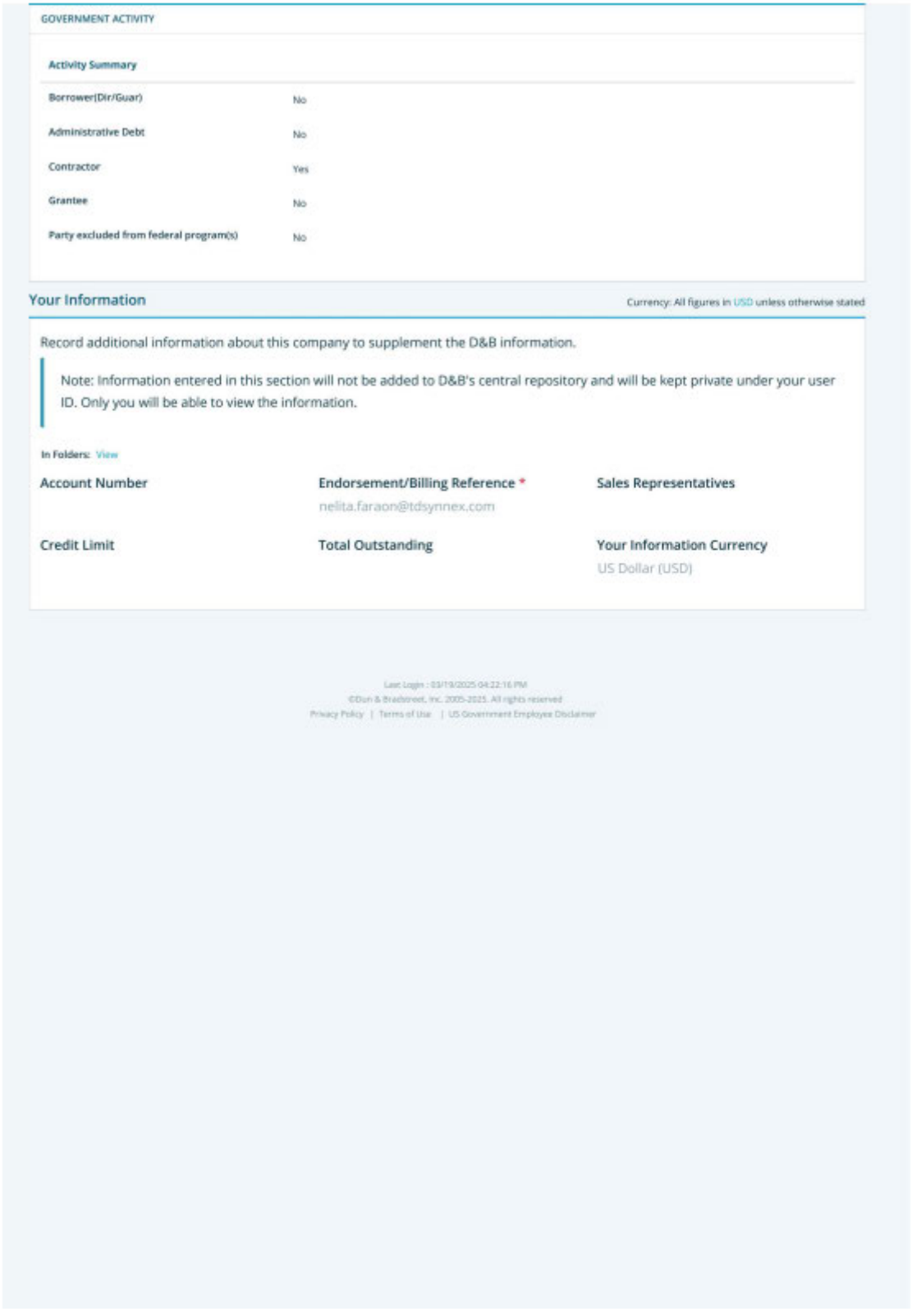
Trade Names	TD SYNNEX; TECH DATA
Description	The company operates as a distributor and solutions aggregator for the information technology (IT) ecosystem. The company offers personal computing devices and peripherals, mobile phones and accessories, printers, supplies, and endpoint technology software; and data center technologies, such as hybrid cloud, security, storage, networking, servers, technology software, and converged and hyper-converged infrastructure, as well as computing components. It also provides systems design and rack integration, build-to-order, and configure-to-order assembly; and thermal testing, power-draw testing, burn-in, and quality and logistics support. In addition, the company offers outsourced fulfillment, virtual distribution, and direct ship to end-users; shipping documents generation, multi-level serial number tracking, and configured products and online order and shipment tracking, as well as turn-key logistics solutions. Further, it provides public cloud solutions in productivity and collaboration, IaaS, or Infrastructure as a Service, PaaS, or Platform as a Service, SaaS, or Software as a Service, security, mobility, IoT, and other hybrid solutions. Additionally, the company offers online services; provides net terms, third party leasing, floor plan financing, and letters-of-credit backed financing and arrangement; and leases products and provides device-as-a-service, as well as offers direct mail, external media advertising, reseller product training, targeted telemarketing campaigns, national and regional trade shows, trade groups, database analysis, print on demand services, and web-based marketing. Terms are Net 20 days and Net 30 days and COD (domestic sales) and letter of credit (foreign sales). Sells to commercial concerns. Territory : International.
Employees	23,000 which includes officer(s). 150 employed here. As of November 30, 2024, the company uses temporary or contract workers who totaled approximately 5,000, on a full-time equivalent basis.
Financing Status	Secured
Financial Condition	Good
Seasonality	The company's operating results are affected by the seasonality of the IT products industry. The company have historically experienced slightly higher sales in their first and fourth fiscal quarters due to patterns in capital budgeting, federal government spending and purchasing cycles of their customers and end-users. These historical patterns may not be repeated in subsequent periods.
Tenure	Owns
Facilities	Owns premises in a building;

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5734	Ret computers/software	-
57340000	Computer and software stores	-
57340100	Computer peripheral equipment	-
73730000	Computer integrated systems design	-

NAICS Codes	NAICS Description
449210	Electronics and Appliance Retailers
449210	Electronics and Appliance Retailers
541512	Computer Systems Design Services



GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Currency: All figures in USD unless otherwise stated

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	nelita.faraon@tdsynnex.com	
Credit Limit	Total Outstanding	Your Information Currency
		US Dollar (USD)

Last Login : 03/19/2025 04:22:16 PM

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E. Describe any green or environmental initiatives or policies.

TD SYNNEX has a Corporate Citizenship Report which addresses our environmental and green commitments, initiatives and policies. It can be found here: TD SYNNEX FY2023 Corporate Citizenship Report, plus it has been added under "Response Attachments" Tab, "Other Attachments".



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:
- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:
- Reduce absolute Scope 1 & 2 GHG emissions by 42%.[2]

By 2045:
- Reach net-zero GHG emissions across the value chain.[3]

Additional Goals:
- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.[4]

Learn more about our progress on environmental commitments.

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:
- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:
- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:
- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

Learn more about our progress on social commitments.

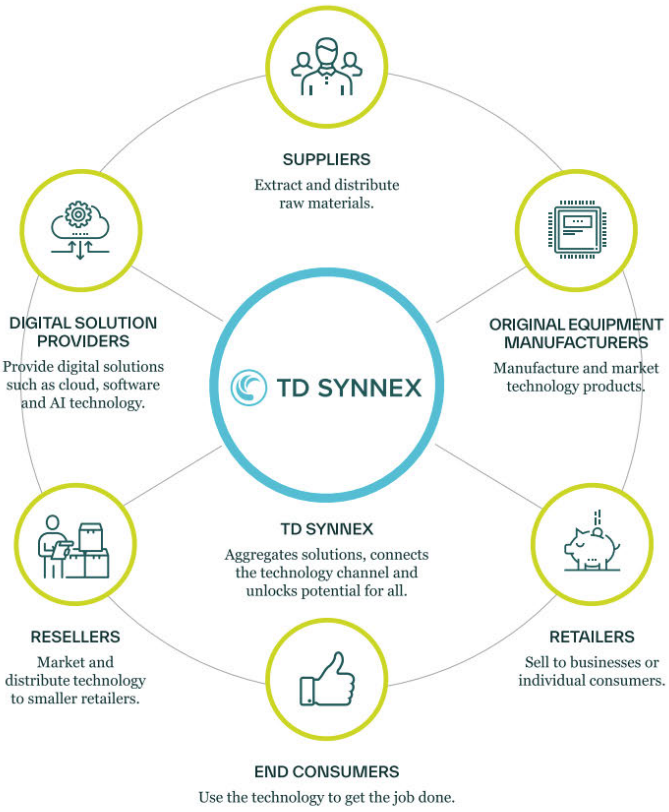
[2] Reduction is based on a 2022 base year.
[3] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.
[4] ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.



10 Ways TD SYNNEX Is Reducing Our Carbon Footprint Around the World

1. Shifting to energy-efficient lighting, such as zone lighting and LEDs
2. Implementing temperature regulation at our data centers and facilities
3. Adopting energy-efficient servers such as those used in Singapore
4. Investing in energy-efficient conveyor systems at our North American logistics centers
5. Introducing green transportation, through practices like load optimization and by investing in electric vehicles and charging stations
6. Installing solar panels including several large-scale projects in the U.S.
7. E-waste and recycling programs at facilities throughout the U.S. and Europe
8. Minimizing waste-to-landfill by reusing and optimizing packaging, donating office furniture and avoiding single-use office products
9. Leveraging partnerships, including with the University of South Florida to optimize our Clearwater headquarters
10. Environmental progress, including an EcoVadis assessment, ISO 14001 certification and Hong Kong Green Organization certification

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

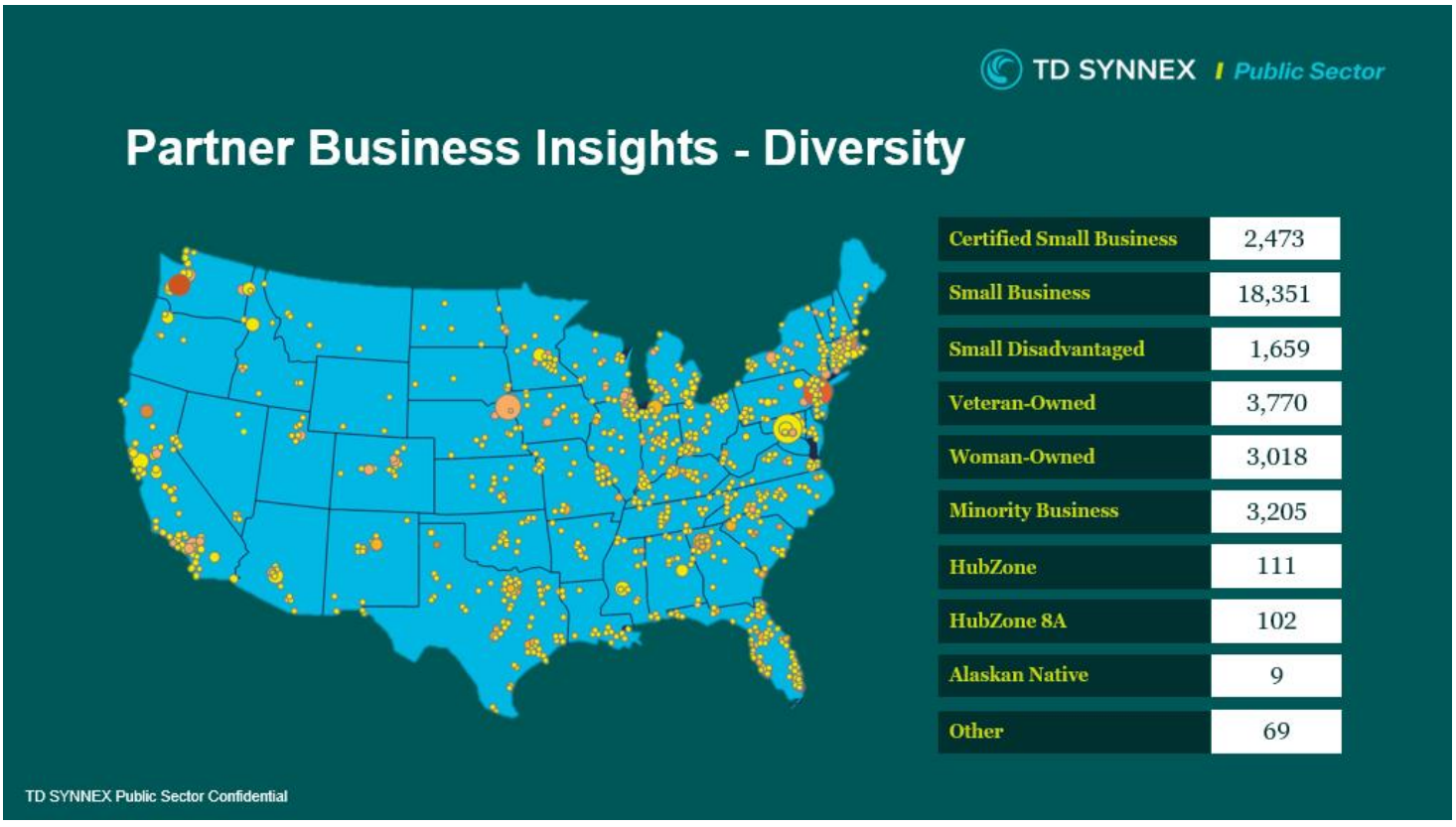
TD SYNNEX has developed a program for engagement of our small business partners entitled “Diversity Alliance Program (DAP)”. The purpose of this program is to make tools, solutions and discounts available to this small business 8(a) community to help put them on a level playing field to compete with the larger and more established solution providers. Our DAP community has members with a variety of certifications including Small Businesses, Woman-Owned,

Minority-Owned, HUBZone, and Service-Disabled Veteran Owned. Government agencies can reach their small business goals with their ability to source from small, local resellers.

The DAP program was designed to promote collaboration amongst partners, enabling them to win more business through diversity status and collaboration. This program has grown double-digits year over year both in revenue and participating members. Additionally, the program is a valued resource for our manufacturer partners to help find net-new resellers and meet the requirements for certain state statutes for small 8(a) businesses. Furthermore, reseller members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth. Our Diversity Alliance Partners will be happy to provide their certifications upon request.

- Diversity Alliance Program members have access to the following tools and benefits: Exclusive rebates from participating manufacturers.
- Discounted TD SYNNEX integration discounts.
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms.
- Inclusion in the TD SYNNEX Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources.
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNNEX-sponsored events.
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions.
- Discounted fees for contract orders that are classified as new business opportunities.

Please review the locations of our DAP partners below:



G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise
☐Yes ☒No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐Yes ☒No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐Yes ☒No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐Yes ☒No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐Yes ☒No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

TD SYNNEX has a broad spectrum of reseller partners across the US, from large business to small businesses. Our Public Sector Program allows for the resellers to utilize our vast array of resources; contracts, bid support, vetted solutions, grants, business intelligence tools, integration, financing options and marketing support. TD SYNNEX is a large business and does not hold a diversity status.

TD SYNNEX actively recruits SLED focused resellers across the US to become authorized dealers on the OMNIA Partners contract. TD SYNNEX only authorizes resellers with active TD SYNNEX accounts in good standing. These resellers are then fully trained on the contract Terms and Conditions and must sign a contract Dealer Agreement with TD SYNNEX confirming they will adhere to the Ts & Cs (example agreement included with this submission). TD SYNNEX ServiceSolv team will continue working with the authorized resellers throughout the life of the contract through ongoing training, business development, compliance audits, etc. As they grow with TD SYNNEX, many are added to the DAP program which supports diversity status partners. Our resellers that hold diversity status certifications will be more than willing to provide the documentation as requested. TD SYNNEX also works with Supplier.io to third party verify socioeconomic status the resellers hold.

I. Describe how supplier differentiates itself from its competitors.

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNNEX Public Sector consistently leads the market. In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures. TD SYNNEX Public Sector is your trusted partner to accelerate your public sector growth.
Our teams of Public Sector experts help technology companies and channel partners accelerate their public sector growth through government aggregation services.

TD SYNNEX Public Sector breaks down the barriers to entry and helps technology companies and channel partners capture their share of the public sector market through the TD SYNNEX Public Sector Difference - a complete set of value-added services designed to accelerate public sector growth. We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

TD SYNNEX Public Sector Difference includes:

- Market and Domain Knowledge: Intelligence and Expertise
- Dedicated Chief Technologist
- Public Sector Intelligence Gathering Capability and Analyst Team
- 10,000+active Public Sector Accounts
- Technology Domain Approach
- Strategic Memberships
- Market Intelligence Portal
- Technology Domain Frameworks
- Strategic Subscriptions
- Marketing: Tech Domain-Based Strategies
- Domain-Centric Marketing
- Customer Outreach Programs
- Message Amplification
- Content Creation and Management
- Demand Generation Programs
- Turn-key Strategic Events
- Campaign Analytics
- Managed Marketing Services
- Public Sector Marketing Database
- Sales Acceleration: Sales and Lifecycle Support
- Strategic Cross-Sell/Up-sell
- In-house Sales Development Representative Team
- Agency Adoption and Consumption Focus
- Channel Enablement: Enablement Services
- ITAR WL Stateside Support
- WL Confirmed Stateside Support
- Predictive Buying
- Consultative Marketing
- Cyber Shield and Zero Trust
- Access to Cleared Resources
- Technical Expertise: Innovation/Specialization
- DLT Office of the Chief Technology Officer Value Services
- NIACSIO, AFCEA, Memberships, ICIT
- CyberRange Access
- GovHub
- Emerging tech GTM and support
- Multiple Other Transaction Authorities (OTA) consortium members
- Procurement Vehicles: Specialized Contracts

- $1B in contracts revenue
- Vendor program evaluation and support
- Technical Acumen and Program Advancement
- Market ready services and support offerings
- Contracts including but not limited to:
- Department of Homeland Security
- Army CHESS
- NASA SEWP

TD SYNNEX Public Sector is the premier Public Sector Solutions Aggregator committed to accelerating growth for technology companies and their channel partners.

The TD SYNNEX Public Sector Difference for Channel Partners

- Public Sector Market Knowledge - For over 30 years, TD SYNNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies.
- Technology Domain Expertise
- Customer Market Intelligence
- Actional Sales and Marketing
- Cloud Navigator Program - TD SYNNEX Public Sector has a program to help you maximize cloud profitability while reducing risk and operating expense
- Comprehensive Cloud Management Platform
- Accelerated Clout Profitability
- Customized Cloud “Flight Plans”
- Channel Enablement and Growth – TD SYNNEX Public Sector offer OEM training and education that provides your business with in-depth knowledge on specific products and channel programs, deal registration, and access to a robust selection of in-house contracts, all of which will expedite your road to increased profitability.
- OEM Training and Education
- Contract Vehicle Access
- Partner Relationship Management Portal
- Technical Expertise - TD SYNNEX Public Sector has a team of in-house, experienced software engineers that have deep OEM product knowledge and the capability to provide ITAR compliant, US Citizen/US Soil Confirmed Stateside Support.
- Pre-sales Engineering
- Confirmed Stateside Support
- Public Sector Infrastructure - A purpose-built infrastructure designed to win public sector business while reducing your risk and operating expense. This includes our government compliant systems and processes, contract & capture management services, and operational excellence to handle tens of thousands of transactions at scale.
- Purpose-built IT Systems & Processes
- Contract and Capture Management
- Operational Excellence

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

TDS's current SEC filing includes details of legal challenges involved in the courts, and available on-line or upon request.

K. Felony Conviction Notice: Indicate if the supplier.
   a. is a publicly held corporation and this reporting requirement is not applicable.
   b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable

L. Describe any debarment or suspension actions taken against supplier

TD SYNNEX Corporation has not been disbarred or suspended by any suppliers.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

TD SYNNEX Corporation is pleased to offer OMNIA Partner member agencies access to the entire line of Palo Alto Networks, Inc - SLED. (PANW) products. PANW, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is "to be the cybersecurity partner of choice, protecting our digital way of life."

Palo Alto Networks Cyber-Security Platform

PANW has pioneered the next generation of security through its innovative platform that empowers enterprises, service providers, and government entities to secure their organizations by safely enabling applications and data running in their networks, on their endpoints, and in the cloud, and by preventing breaches that stem from targeted cyberattacks. PANW's platform uses an innovative traffic classification engine that identifies network traffic by application, user, and content and provides consistent security across the network, endpoint, and cloud. Accordingly, the platform enables end-customers to pursue transformative digital initiatives, like public cloud and mobility, that grow their business, while maintaining the visibility and control needed to protect their valued data and critical control systems. PANW believes the architecture of its platform offers superior performance compared to legacy approaches and reduces the total cost of ownership for organizations by simplifying their security operations and infrastructure and eliminating the need for multiple, stand-alone hardware and software security products, and consists of three primary areas of security capabilities.

PANW is the most comprehensive global cybersecurity provider with more than 85,000 customers we protect globally today, including approximately 90% of US Government Agencies, 70% of the Fortune 500, and more than 80% of the Fortune 100 with the highest customer satisfaction and net promoter scores in the industry. Palo Alto Networks has the proven technology and experience to help the reseller/partners make the shift to next-generation security. We are uniquely qualified to meet the agencies requirements for high-performance security ultimately securing the enterprise and the cloud. Our platform portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products. We do this with solutions focused on delivering value in three (3) fundamental areas:

Secure the Enterprise: Secure the network through our Machine Learning (ML)-powered Next-Generation Firewalls (NGFW), available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine (VM) for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT (Internet of Things) Security, GlobalProtect (GP), Software Defined Wide Area Network (SD WAN), and Data Loss Prevention that are delivered as Software as a Service (SaaS) subscriptions to our ML-powered NGFWs.

PANW is the market leader for Next Generation Firewalls and has deployed NGFWs across large enterprises covering 85,000+ customers including 77% of the Global 2000 and Public Sector environments. In the Federal Government alone, Palo Alto Networks has deployed and implemented over 15,000 NGFWs across the Department of Defense (DoD), Civilian Agencies.

Secure the Cloud: PANW secures the cloud through our Prisma Cloud offering, which is the industry's most comprehensive Cloud Native Security Platform (CNAPP). Prisma Cloud protects applications, data, and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments. Prisma SaaS protects SaaS applications. Prisma Access is a comprehensive Secure Access Service Edge (SASE) that provides globally distributed networking and security to all your users and applications. Prisma SD-WAN ensures application availability, based on real-time application performance SLAs and visibility, delivers 10x improvement in performance, while eliminating the challenges of packet-based networks. VM-Series and CN-Series next generation firewalls provide inline network security in multi- and hybrid- cloud environments.

Secure the Future: PANW Cortex brings together best-in-class threat detection, prevention, attack surface management and security automation capabilities into one integrated platform. Cortex is the complete product suite for modern security operations, enabling better, faster security operations to stay ahead of future threats. Cortex XSIAM is our rethink in the platform that runs the Security Operations Center (SOC). It is our autonomous security platform that powers the modern SOC. Our extended security intelligence and automation management (XSIAM) is an innovative approach that is automation-first, not human-first like most Security Information and Event Management (SIEMs) and SOCs today. Cortex XSOAR is a comprehensive security orchestration, automation, and response (SOAR) platform that combines case management, intelligent automation and orchestration, and interactive investigation to serve Cyber Protection Teams (CPTs), across the incident lifecycle. Cortex Xpanse is an active attack surface management solution that helps organizations to actively discover, learn about, and respond to unknown risks in all connected systems and exposed services.

Pricing for the PANW SLED Products under the OMNIA Partners contract are using these not-to-exceed discounts based on product categories and the Pricing Files are uploaded

Palo Alto Pricing	% off MSRP
Hardware: 20% off MSRP	20%
Subscriptions (including subscription renewals):	15%
Support (including support renewals):	10%
Professional Services: 0% off MSRP	0%
Labs: 0% off MSRP	0%

TD SYNNEX VALUE-ADDED SOLUTIONS

In addition to the PANW offering, TD SYNNEX Corporation proposes the entire catalog of TD SYNNEX, including, but not limited to:

3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches, Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT

Solutions, Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Professional Services, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

Pricing for the TD SYNNEX SLED Cooperative contracts not-to-exceed prices are based between 2-4% off MSRP.
The exceptions are included in the Price Files uploaded under the "Response Attachments" tab. The TD SYNNEX Line Card Is uploaded as an attachment in the "Response Attachments" "Other Attachment" files. Exceptions are noted in the Price Files. The combined Price Files for Palo Alto, the TD SYNNEX Line Card and the Value Added Solutions are uploaded under the "Responded Attachments".

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a broadline IT distributor with offices and warehouse locations throughout North America, we can deliver product within 1-3 days nationwide. Shipment to US Territories and Outlying Areas will be dependent on OEM restrictions. TD SYNNEX offers our products to all 50 states.

Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back-office administration. Our distribution facilities are geographically located near reseller customers and their end user agencies. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity and emergency orders. Our extensive network of dealer partners allows TD SYNNEX to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners' agency members.

TD SYNNEX' proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

TD SYNNEX uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records.
We facilitate frequent cycle counts and improve the accuracy of order fulfillment.
TD SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls such as counterfeit and tamper prevention, traceability, and tracking. Additionally, these controls also include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

TD SYNNEX operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high-end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All contract orders will be placed through Authorized Dealer partners utilizing the TD SYNNEX Dealer model for resellers. The resellers will request contract quotes through their TD SYNNEX sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency can reach out to the TD SYNNEX contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency as directed by the manufacturer.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

TD SYNNEX currently contracts with FedEx, UPS, Old Dominion, Landstar, CH Robinson, AIT Worldwide, XPO Global Forwarding, JIT, and T-Force transportation companies.

TD SYNNEX Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that TD SYNNEX follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.
TD SYNNEX Corporation uses NIST, ISO, TD SYNNEX plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods.
- Shipping in tamper-resistant packaging.
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory.
- Security storage (with controlled access)
- Equipment handled by authorized and certified personnel.
- Replacement equipment to be purchased from approved suppliers.

TD SYNNEX' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking).

Additionally, TD SYNNEX Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. TD SYNNEX is ISO 9001:2008 Certified – this certification documents physical security practices.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Location Code	**Site Address**	**Country**	**Floor Area-ft2**	**Specialty / Focus**
CM503 - DSW Swedesboro - A3	One Technology Drive, Swedesboro, NJ 08085	US	926,350	**Integration and Warehouse**
CM506 - DFO Fontana - A6	13472 Marlay Avenue, Fontana, CA 92337	US	456,000	**Integration and Warehouse**
CM505 - DFW Ft. Worth - AS	5100 Liberty Avenue, Ft. Worth, TX 76177	US	539,200	**Warehouse**
CM504 - DIN South Bend - A4	7700 Vorden Court, South Bend, IN 46628	US	344,000	**Warehouse**
CM502 - DGA Suwanee - A2	3055 Shawnee Industrial Parkway, Suwanee, GA 30024	US	432,000	**Warehouse**
CM3 - DFR	6551 W. Schulte Road, Suite 100, Tracy CA 95377	US	171,685	**Warehouse**
CM6 - DCH	1180 Remington Blvd., Romeoville IL 60446	US	450,900	**Warehouse**
CM7 - DTN	455 RESEARCH DR. Suite 100, Southaven MS 38672	US	517,490	**Integration and Warehouse**
CM50 - DCO Dock Doors, N10-N19	7303 Rickenbacker Parkway West, Columbus OH 43217	US	357,504	**Integration and Warehouse**
CM12- DON	15065 Flight Ave, Chino CA 91710	US	503,160	**Warehouse**
CM16 - DFL	12650 NW 25th Street, Miami FL 33172	US	60,316	**Warehouse**
		Total Floor Area	**4,758,605**	

3.3 Marketing and Sales

F. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

G. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

H. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo.
    - Copy of original Request for Proposal.
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
    - Summary of Products and pricing.
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page.
    - A dedicated toll-free number and email address for OMNIA Partners

At Time of Award

- Create Terms and Conditions summary; develop pricing calculator.
- Communicate contract requirements internally and with each manufacturer line.
- Determine rules of engagement, assign responsibility roles Recruitment.
- Identify Resellers: Vendor lists, TD SYNNEX Point of Sale reports, Sales Managers and Outside Sales reps.
- Social Media announcement and collaborative efforts with OMNIA Partners on award.
- Training: onsite, online, webinars.
- Establish eligibility requirements.
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by TD SYNNEX contracts team
- Monthly status calls with each participating reseller.
- Quarterly cadence calls with the contractor community.
- Ongoing calls with participating manufacturers to update/revise strategy.

First 90 Days

- Upon award, communicate to vendor and internal Product Management/Business Development teams.
- Develop contract terms and conditions statement, pricing calculator, and published contract price file.
- Review administrative requirements.
- Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation.
- Social Media awareness campaign to direct customers to our website.
- Determine manufacturer's strategy and reseller engagement.
- Establish reseller qualifiers, sales minimums, agreement.
- Review contract requirements with authorized resellers.
- Review required business plan/marketing plan from authorized resellers.
- Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers.
- Where applicable, conduct joint road shows to promote/train.
- Publish TD SYNNEX Corporation press release.
- Provide marketing collateral for resellers.
- Reseller call campaign to reach out to partners to inform them of the contract.
- Dealer visits from our Account Managers to evangelize the contract.
- Dealer Partner live webinar series.
- "Educate and Inform" stage to ensure reseller customers are aware of the contract.
- Conference calls and webinars to inform reseller customers of OMNIA Partners.
- Trade shows, events, and virtual events.
- Government Navigator business intelligence tool to help Dealer partners uncover opportunities.
- Email campaign at the Account Manager level.

Ongoing Management

- Training/webinars - initial and ongoing
- Product Refresh - marketing and communication
- Business Development - slip/gain report for both reseller and manufacturer
- Business Development - monthly sales report to Manufacturer with email updates
- Quarterly Business Review for reseller (or as needed)
- Quarterly Business Review for manufacturers (or as needed)
- Identification of potential seasonal pricing (hot list) for OMNIA eligible agencies

- Quarterly Business Review webinar for reseller community
- Periodic events to include Sourcewell contract dedicated marketing and training sessions at our TD SYNNEX Public Sector SLED events (see https://www.synnexcorp.com/us/govsolv/events/ for examples of upcoming events)
- Maintenance of authorized reseller database with contact information
- Contract reporting and administrative fee payment to the Sourcewell
- Pricing updates as well as new product identification and submission

TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

I. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Public Agency customers' accounts currently under the OMNIA #R200803 contract will be notified by TD SYNNEX of the new awarded contract number through our Public Sector Contract Specialists teams and will provide them with an updated dealer agreement including the new contract award contract details. All of the OMNIA Partners information will be included on the TD SYNNEX OMNIA website.

Current cooperative contracts TD SYNNEX holds include:

- Equalis Group Technology Solutions R10-1173F
- NCPA 01-170 Advanced Technology Solutions Aggregator
- OMNIA Partners Cyber Security Solutions #R200803
- PEPPM 2024 – Wholesaler Technology Catalog
- Sourcewell 020624-SYN

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number.

TD SYNNEX will make efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance transferring their procurement(s) to the Master Agreement.

J. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNNEX acknowledges and agrees.

K. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide

and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

TD SYNNEX has a dedicated team who are responsible for the overall management of our state/local and Federal contracts. Responsibilities include the coordination of marketing efforts, recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. There is no cost to participate, and OMNIA Partners is a non-exclusive contract sharing best government pricing with partners and end user customers.

TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts.

We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

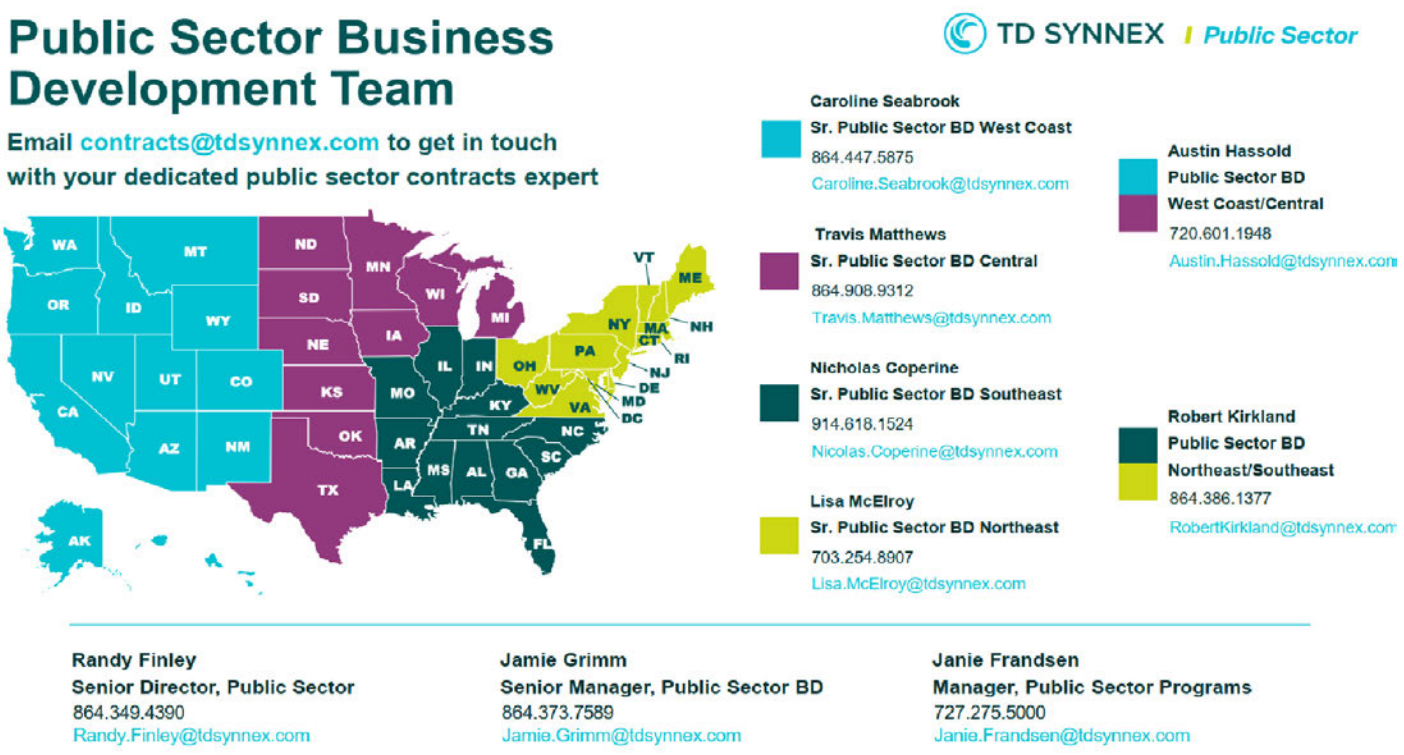
L. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instructions on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive accurate information.

iv. Knowledge of benefits of the use of cooperative contracts

TD SYNNEX has a dedicated group of Contract Specialist Experts that conduct training to educate partners/resellers on the value and usage of the OMNIA Partners contract. These sessions are a requirement for the partners to attend and receive their "On-boarding" training plus their Dealer Agreement contracts. Please see uploaded file under "Other Attachments" entitled "Public Sector Business Development Team".



M. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support: Randy Finley: Sr. Director Business Development
- Randy.Finley@tdsynnex.com
- (800) 2378931 x4001887

ii. Marketing: Melissa Tomberg: Senior Marketing Program Manager
- Melissa.Tomberg@tdsynnex.com
- (800) 2378931 x4102582

iii. Sales: OMNIA@TDSYNNEX.com

iv. Sales Support: OMNIA@TDSYNNEX.com

v. Financial Reporting: Contracts@tdsynnex.com

vi. Accounts Payable: Contracts@tdsynnex.com

vii. Contracts: Contracts@tdsynnex.com

N. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Eddie Franklin, Sr. Vice President for the TD SYNNEX Public Sector sales organization. eddie.franklin@tdsynnex.com
The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

TD SYNNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, like the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Our Contract Specialists work with the assigned territory contact under the OMNIA Partners website to determine what the best approach to address partner concerns and issues to resolution. TD SYNNEX provides regular updates of new reseller/partners which have been added to the contract once they have been onboarded and understand the contract agreement requirements. Please see the Coverage Map found in the "Response Attachments" tab "Other Attachments".

O. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. Our marketing and sales efforts promote the onboarding of new Dealer agreements throughout all public sector segments. As we include the full TD SYNNEX line card across all 50 states, the contract encompasses cross industry selling and support.

Ongoing Contract Program Management Activities include, but are not limited to:

- Training/webinars - initial and ongoing;
- Product Refresh - marketing and communication;
- Business Development-slip/gain report for both reseller and manufacturer;
- Business Development-monthly sales report to Manufacturer with email updates;
- Quarterly Business Review for reseller (or as needed);
- Quarterly Business Review for manufacturers;
- Identification of potential seasonal pricing (hot list) for the OMNIA Partners community;
- Quarterly Business Review webinar for reseller community;
- Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events;
- Maintenance of authorized reseller database with contact information;
- Contract reporting and Administrative fee payment to OMNIA Partners;
- Pricing updates as well as new product identification and submission.

TD SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

P. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Under the present OMNIA Partners contract, TD SYNNEX has these top 10 reseller/partners which sold through the contract. Since the reseller/partners sell directly to the agencies, they also own the relationship, but contacts can be provided upon request.

Reseller	Agency Total
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	$ 5,097,023.00
BLUEALLY TECHNOLOGY SOLUTIONS, LLC	$ 2,537,441.43
COMPULINK TECHNOLOGIES INC.	$ 2,478,988.24
COMPUTERS AT WORK INC	$ 2,171,420.61
RAJ SOMAS (NYC FISA)	$ 1,591,475.10
SENTINEL TECHNOLOGIES	$ 1,143,204.86
CS BUSINESS SYSTEMS	$ 1,052,039.10
FLAGLER TECHNOLOGIES LLC	$ 1,027,837.60
COMPUTACENTER UNITED STATES INC.	$ 993,348.56
TRACE3, LLC	$ 975,332.54

Q. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

With CIS as the backbone of the TD SYNNEX system, TD SYNNEX is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that best best-fits their business needs. Whether partners are new to eCommerce or already have extensive capabilities, we have options to help your business run leaner and faster.

TD SYNNEX offers the following:

TD SYNNEX eStorefronts

eStorefronts is an online ordering system based on ECExpress, built and hosted by TD SYNNEX. eStorefronts allow resellers to create their own end-customer catalog, or offer all TD SYNNEX Skus to their end-customers, while controlling pricing at a customer or product level. eStorefronts include built-in order management controls, real-time pricing and availability, personalized branding, order notifications and more, all for one inclusive monthly fee.

In addition, TD SYNNEX offers also offers other B2B e-commerce solutions that include: TD SYNNEX ECExpress TD SYNNEX' ECExpress is a real-time back-office management and e-commerce platform that streamlines orders, quotes, and invoices. While securely navigating across all TD SYNNEX sites and tools without logging in again, the ECExpress platform enables you to see product alerts and available inventory, save frequent product searches, and subscribe to reports that include:

- XpressTrak Alerts
- Price and Availability Download (Reseller partners only)
- Bid Portal (Reseller partners only)
- Reports
- Custom Product Search
- Recent Orders

TD SYNNEX' Footprint in Mobile Apps

TD SYNNEX B2B services offer reseller partners Application Development Services to help balance costs, boost service levels and improve productivity through vigorous management of flexible, high-performance, business-critical applications. Leveraging the best-of-technologies and practices, we ensure that your business applications are developed, maintained and managed within optimal costs and acceptable timeframes to provide you secure and undisruptive business environments. We approach Application Development in a mature and proactive way. We believe that Application outsourcing can reap benefits only if risks are minimized, while being balanced by off shoring incentives like reducing costs, unfailing performance ratios and consistent quality levels. Our development model is a recipe of conventional and current business practices. We complement conventional practices with agility to provide faster, more enhanced solutions to clients. We deliver applications within shorter timeframes and agreed-upon deadlines, all without cutting corners or compromising quality.

B2B & eCommerce

TD SYNNEX believes the sole purpose of Information Technology(IT) is to support our businesses. We understand that our customers have unique eCommerce capabilities, preferences, and "best technologies" available. Our eCommerce options allow customers to choose the most cost-effective solution that fits their needs, from the simplest to the most advanced cutting-edge technologies. TD SYNNEX supports both EDI ANSI x12 File Document Specifications and Flat File Document Specifications.

Web Services & XML

TD SYNNEX Web Services are available to reseller partners. The following Web Servics are available:

- Customer Purchase Order
- Price and Availability
- Expense Estimate
- Product Feed Service
- Customer PO Status

TD SYNNEX also offers real-time XML services. Real-time available services include:

- EDI
- PO Submit
- PO Status
- Freight Quote
- Price and Availability
- RMA Create
- RMA Status
- XML Invoice

Punch-out Catalogs

Migrate away from Excel and PDF contract pricing lists by implementing a Punch-out with your customer. Leverage TD SYNNEX' experience and create a branded product catalog accessible from reseller end-user customers' ordering system. Resellers can include a shopping cart with products, quantities and pricing, directly linked to your customers' procurement system.

Features

- Brand the catalog as your own - TD SYNNEX becomes your silent partner.
- Keyword search, product specifications, real-time availability.
- Supports Configure-To-Order(CTO) and non TD SYNNEX sku sales.

Benefits

- Our connections use cXML/XML, SOAP/Web Service, HTTP Post and REST/JSON.
- Our most popular enterprise systems to date include SAP/Ariba, Oracle, Perfect Commerce and service now.
- Our programmers can seamlessly connect to your customer's procurement system using the highest security standards, such as PCI, Trustwave and HTTPS(TLS) 1.1

[redacted]

- [redacted]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

S. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

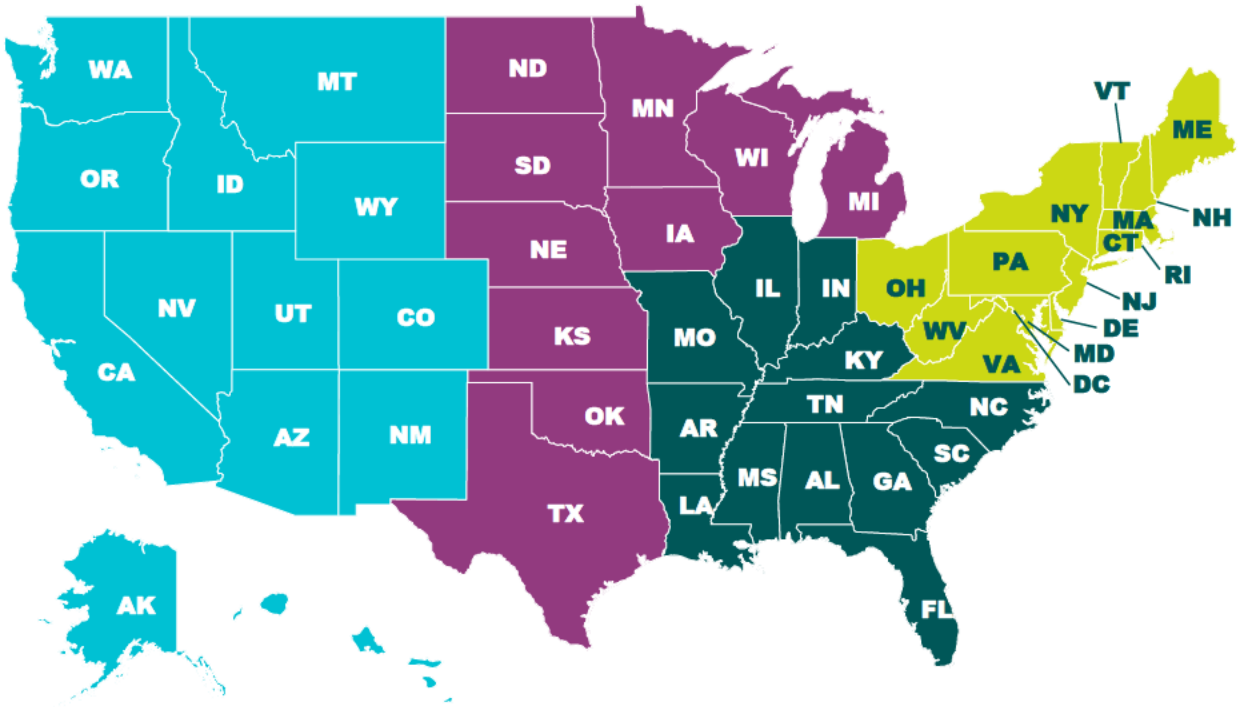
Detail Supplier's strategies under these options when responding to a solicitation.

TD SYNNEX Corporation does not respond directly to Public Agency solicitations. However, Authorized Dealers will be encouraged to respond using the OMNIA Partners contract when products available under this contract are requested. If the Public Agency is unsure whether they are eligible to use the OMNIA Partners contract, TD SYNNEX will provide the Authorized Dealer with contact information for their agency customer to reach out to OMNIA Partners to discuss eligibility. When alternative contracts are requested by the public agency, TD SYNNEX will make every attempt to offer OMNIA Partners contract as an alternative to the requested contract.

Public Sector Business Development Team

TD SYNNEX | *Public Sector*

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



Caroline Seabrook
Sr. Public Sector BD West Coast
864.447.5875
Caroline.Seabrook@tdsynnex.com

Travis Matthews
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Lisa.McElroy@tdsynnex.com

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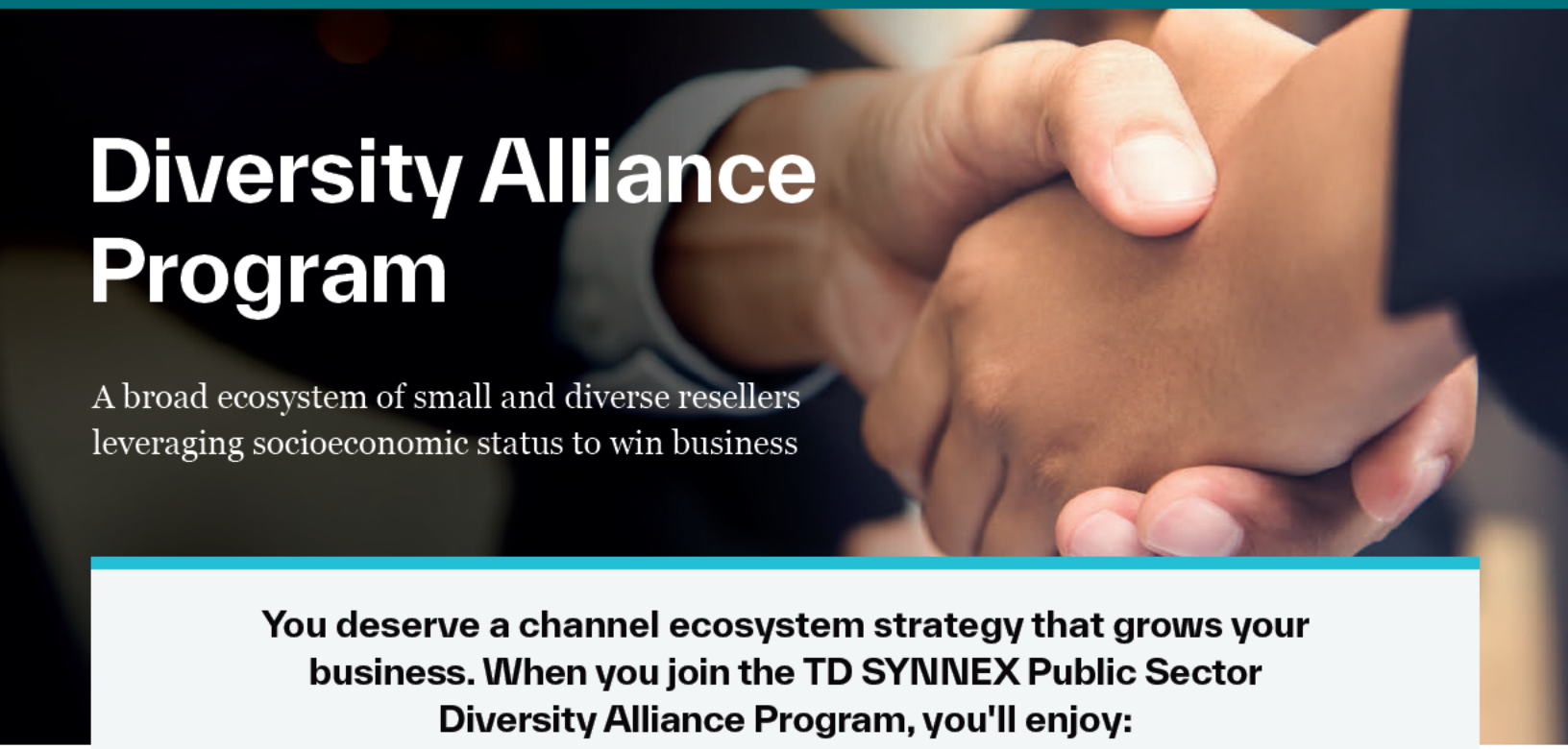
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Jamie.Grimm@tdsynnex.com

Janie Frandsen
Manager, Public Sector Programs
727.275.5000
Janie.Frandsen@tdsynnex.com

TD SYNNEX | *Public Sector*



Diversity Alliance Program

A broad ecosystem of small and diverse resellers leveraging socioeconomic status to win business

You deserve a channel ecosystem strategy that grows your business. When you join the TD SYNNEX Public Sector Diversity Alliance Program, you'll enjoy:

- Access to our fully vetted, small and diverse subcontractor ecosystem
- Brokered introductions to the right type of resellers to advance your business goals
- Enhanced ability to scale your relationships

We understand how difficult it is to manage an ecosystem of diverse resellers that have the right tech skillsets for your needs. We've combined best practices with the experience and scale of the public sector to deliver wins for everyone.

- Get Concierge-Level Relationship Management
- Grow Subcontracting Relationships To Win More Opportunities
- Access a Robust and Diverse Ecosystem
- Get Accurate and Insightful ROI Reporting

Contact your TD SYNNEX Public Sector representative about TD SYNNEX Public Sector Diversity Alliance Program

Visit our website: tdsynnex.com/na/us/td-synnex-public-sector/
For Questions, Email: dap@tdsynnex.com

TD SYNNEX | *Public Sector*



Join Our Network and Increase Your Public Sector Opportunities

TD SYNNEX Public Sector's Diversity Alliance Program (DAP) is an affinity group of public sector resellers that hold socioeconomic diversity status, and represent a significant amount of TD SYNNEX's Public Sector business. The program promotes collaboration amongst partners, granting you more opportunities to win business.

Diversity Alliance Program Members Have Access to the Exclusive Tools and Benefits:

- Exclusive TD SYNNEX vendor specials
- Financing tools such as escrow agreements, blind lock box and extended terms
- Discounted fees for GSA orders classified as new business opportunities
- Frequent networking opportunities with manufacturers and other partners
- Track vendor promotions through sales and SPIFF reporting tools
- Exclusive DAP Member Concierge

Eligibility

To establish and maintain eligibility as a member of the Diversity Alliance Program, you must:

- Hold socioeconomic diversity status
- Meet minimum threshold of annual and/or public sector sales revenue
- Hold a prime contract or participate in an indirect TD SYNNEX reseller contract program
- Participate in a TD SYNNEX credit terms account or other alternative credit program
- Be in good standing
- Have status verified by a 3rd party organization

TD SYNNEX Public Sector is a powerhouse built with a purpose. We bolster U.S. public sector business for our technology vendors and channel partners and help your end-user customers meet their mission. Our 75 years of combined dedication and service to the U.S. public sector, along with our reach back to 22,000+ of the IT industry's best and brightest positions us as the best partner to help your company reach its fullest potential.

Join the TD SYNNEX Public Sector Diversity Alliance Program and grow your public sector footprint today

Email: dap@tdsynnex.com

TD SYNNEX

Public Sector

2025 Public Sector Program

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNNEX Public Sector consistently leads the market.

In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures.

TD SYNNEX Public Sector is your trusted partner to accelerate your public sector growth!

Our program includes comprehensive packages and vertical-specific tracks, providing our sponsors with an effective, year-round marketing strategy.

Program Objective

- **Streamline Access to U.S. Public Sector**: Simplify the process for technology firms and their reseller customers to engage with and thrive within the U.S. Public Sector marketplace.
- **Foster Public Sector Expansion:** Empower TD SYNNEX Public Sector vendors and customers to bolster awareness, drive demand and cultivate precise, high-quality leads for your enterprise.
- **Optimize ROI Throughout the Program Journey**: Strive for a consistent, positive return on investment across every stage of the program's life cycle.

Program Levels

Diamond	$356,000
Platinum	$252,000
Gold	$171,000
Silver	$90,000
Bronze	$50,000

Target Audiences

Our target market comprises two key segments:

Public Sector Reseller Customers: This group offers and promotes technology solutions to all U.S. public sector verticals, including public health, federal government, public utilities, public transportation, state and local government, K-12 education and higher education. We focus on establishing and nurturing strong partnerships pivotal in delivering innovative solutions to the public sector.

Public Sector End Users: This segment comprises the end consumers within the U.S. public sector: those directly utilizing technology solutions. We understand the unique needs and challenges, offering tailored solutions to enhance their productivity, efficiency, security and overall effectiveness.

TD SYNNEX | Public Sector

2025 TD SYNNEX Red, White & You Conference
April 28 – May 1, 2025| San Antonio Marriot Rivercenter on the River Walk| San Antonio, TX

Reseller Audience: Public Sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals.
Vendor Audience: Executives and decision makers that are focused on serving all public sector markets.

Red, White & You Conference	Diamond	Platinum	Gold	Silver	Bronze
Main Stage Keynote (Diamond Sponsors Only) Choose a specific vertical to speak on and present during a general session.	✓	-	-	-	-
Vendor Dine Around (Diamond Sponsors Only) Invite your top partners or potential partners to a local restaurant for dinner and libations.	✓	-	-	-	-
Breakout Session Presentation dedicated to your vendor's solutions.	-	✓	-	-	-
Multi-Vendor Vertical Panel Placement Communicate your value proposition to public sector solution providers. One vendor representative on each multi-vendor vertical panel. These multi-vendor vertical panels are not vendor or industry exclusive.	-	-	✓	-	-
Solutions Pavilion Display your pertinent public sector products in the Manufacturer Solutions Pavilion. Sponsors are encouraged to send public sector-focused representatives.	Extra Large	Large	Medium	Small	Small
In-Person Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional badges may be sold a la carte (where space permits). Additional passes may be purchased for $2,500 per pass, subject to availability. The transfer to TD SYNNEX co-worker is subject to internal approvals.	5 Passes	4 Passes	3 Passes	2 Passes	1 Pass
Lead Capture Capture, track, manage and qualify leads you meet at conference. A list of captured leads will be made available after the event.	2	2	1	1	1
Pre-Event and Post-Event Registration Lists Receive a complete list of registered partners, including name, company and title.	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

Reseller-Facing Multi-Vertical Digital Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Public Sector Connections: Red, White & You Comes to You – A Digital Experience Join us for an immersive public sector digital conference designed to bring the essence of our in-person event directly to your screen. Engage with peers, gain valuable knowledge, and be inspired by thought leaders—all from the comfort of your own space and on your own time. **Reseller Audience**: Designed specifically for mid-level individuals looking to deepen their understanding and share valuable takeaways related to the public sector. **Vendor Audience:** Public Sector channel representatives and mid-level vendor management.	✓	✓	✓	✓	✓
Digital Vendor Attendee Passes Unlock exclusive access to our public sector digital conference with the Digital Attendee Pass. This pass grants you entry to a dynamic online environment where you can experience all the event has to offer.	✓	✓	✓	✓	✓
RW&Y Vendor Exclusive Presentation The pre-recorded keynote from the in-person Red, White & You conference will be re-played.	✓	-	-	-	-
Interactive Learning Session Vendors will have a breakout session or similar exclusive digital space for content. These focused sessions are exclusively designed to provide an interactive and collaborative environment where you can explore specific public sector knowledge.	-	✓	-	-	-
RW&Y Comes to You Advertisement Capture the audience's attention with a compelling digital advertisement that delivers your message directly to their screens.	-	-	✓	-	-
RWY Comes to You Banner Advertisement	-	-	-	✓	-
Sponsorship Recognition Logo representation on registration website and digital experience platform.	✓	✓	✓	✓	✓

Reseller-Facing Multi-Vertical Activities and Events	Diamond	Platinum	Gold	Silver	Bronze
Red, White & You Comes to You! **Locations: west coast and east cost** Join our regional mini conference, designed to unite all verticals. These events provide a platform to reach large regions, allowing you to share your message with a broad audience of reseller customers. **Reseller Audience:** Public sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals. **Vendor Audience**: Public sector channel representatives and upper management.	Both	Both	Both	Pick 1	Pick 1
RW&Y Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	1
RW&Y Comes to You Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical.	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. T*emplate will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Breakfast Recognition Sponsorship Reserved table in the dining area and onsite signage.	-	-	-	-	✓
Vendor Tabletop Pavilion	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
Customer's Academy **An Institute Designed for Public Sector Growth** Join us for a three-day program designed to provide a deep, hands-on experience in understanding local government. This immersive academy will feature the city and county of Greenville, SC, offering participants a unique opportunity to interact with key government functions and explore intelligent city solutions. **Why Join Us?** **Experience Local Government** Participants will get a behind-the-scenes look at how local government functions. This academy offers a comprehensive understanding of how local governments provide essential and desired services. Featured agencies include the City and County of Greenville, South Carolina, showcasing their intelligent city solutions. **Reseller Audience:** Our top 20 state & local government partners will be individually invited by public sector Leadership. **Vendor Audience**: Public sector channel executives and decision makers.	✓	✓	-	-	-
Logo on Academy Certificate All participants receive a framed certificate.	✓	✓	-	-	-
Customer's Academy Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase.	1	1	-	-	-

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
SLED Summit This summit is hosted by the TD SYNNEX public sector subject matter experts for the state and local government market, as well as Education. Hear from key industry speakers on state & local market trends and intelligent cities. **Reseller Audience:** Public sector management decision makers and business owners that sell across all State and Local Government, Education. **Vendor Audience:** Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

Federal Event Track	Diamond	Platinum	Gold	Silver	Bronze
Federal Summit **Location: Washington D.C. Metropolitan area** Join us at the annual Federal Summit hosted by TD SYNNEX public sector experts, tailored for the federal market. Gain insights from key industry speakers on federal market trends and intelligence, preparing you for the busy buying season ahead. **Reseller Audience:** Public sector management decision makers and business owners that sell across Federal. **Vendor Audience**: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

Multi-Vertical Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - The Stars and Stripes Retreat **An Exclusive Opportunity Awaits!** Join an elite gathering of partners at the prestigious Stars and Stripes Retreat, a two-and-a-half-day event designed to foster strategic relationships and unparalleled networking opportunities. **Engage with Top-Tier Attendees** Immerse yourself in a luxurious resort setting where you will have the chance to connect with top customer attendees. This intimate event ensures ample time for meaningful interactions with esteemed customer attendees, including those with diversity status. **Elevate Your Presence** Leverage exclusive speaking opportunities and focused networking sessions to highlight your expertise and forge enduring connections with this distinguished group of industry leaders. **Reseller and Vendor Attendees** This retreat is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	✓	-	-
Branding on Team Activities or Dinner Reception	✓	-	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase. All guests must be over 21 years of age.	1 pass, plus a guest	1 pass, plus a guest	1 pass, plus a guest	-	-
Hotel Room (1) Room per sponsoring vendor is included with the sponsorship. Any additional hotel rooms requested will be paid for by the guest.	✓	✓	✓	-	-

TD SYNNEX Reseller Facing Events	Diamond	Platinum	Gold	Silver	Bronze
Public Sector Vendor & Partner Alliance Network This a strategic collaboration developed from our relationships with some of the world's leading technology companies — is more than a traditional alliance network. We go above and beyond to access experienced perspectives, leverage independent thinking and look at the business in a new way to shape the public sector markets of tomorrow. **Reseller and Vendor Attendees** This Alliance Network is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	-	-	-	-
DAP University DAP University, an invitation-only extension of our Diversity Alliance Program, is designed to expand the reseller customer's knowledge and expertise to grow their business. DAP University is designed to engage with sales and extended teams within your organization through interactive exercises and courses. The final coursework will conclude with a capstone presentation. **Reseller and Vendor Attendees** DAP University is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	-	-	-

TD SYNNEX Sales Facing Events	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Vendor Showcase and Sales Engagement Day **Locations: TD SYNNEX Clearwater, FL and Greenville, SC offices** Our internal Public Sector Sales Representative showcase days provide an opportunity to network, learn, and unwind with TD SYNNEX sales colleagues and public sector leadership. During the workday, vendors will have dedicated spaces to showcase their products and services, enabling our sales team to explore and learn about the latest industry trends and innovations. Vendors will provide access to insider knowledge, best practices and industry updates that can enhance sales strategies and performance. **Sales Audience:** Our inside public sector sales team. **Vendor Audience:** Channel representative.	-	-	-	Pick 1 Location	Pick 1 Location
Rollin' With Randy - Digital Experience Event This 45-minute virtual event is hosted by Randy Finley, Senior Director of Business Development – Public Sector with TD SYNNEX Outside Sales Representatives (OSRs) and Inside Sales Representatives (ISRs) teams. The opportunity to participate in one of our most successful sales development events sells out every year. **Sales Audience:** Our top OSR and ISR teams. **Vendor Audience:** Channel representative.	✓	-	-	-	-

Market Intelligence	Diamond	Platinum	Gold	Silver	Bronze
Market Intelligence Hub Leverage our extensive on-demand library, filled with current market intelligence deep dives into state, education, and federal IT trends, as well as key spending areas. • Identify Sales Opportunities: Uncover IT sales opportunities, understand the demand drivers, and explore funding trends across the public sector. • Stay Informed: Access insights into IT requirements and the technologies driving the market. • Master Government Fundamentals: Utilize our training videos on procurement, contracts, and federal regulations to help your teams tailor their strategies effectively.	✓	✓	✓	✓	-
Market Intelligence (MI) Report Deep dive into target public sector customers using actionable insights tailored to your product offering • Actionable Market Trends & Priorities: Uncover the specific procurement needs and growth opportunities of your target customer, directly aligned with your product offerings. • Strategic Sales Insights: Gain a comprehensive understanding of your target customer's decision-making processes, addressable budgets, and preferred contract vehicles. • Key Stakeholder Mapping: Access detailed org charts to identify key decision-makers and influencers within your target customer's organization, and understand which companies already have an established presence.	4	2	1		
Market Intelligence Strategy Session Engage in a one-on-one business planning session with a Market Insights Leader. These strategic sessions are designed to help you develop robust business plans and expand your business with TD SYNNEX Public Sector, guided by in-depth market analysis. We leverage real-world market intelligence and customer insights, transforming them into actionable business development and marketing strategies.	2	1	-	-	-
Market Intelligence Webinar: Guest Spotlight Become a featured guest in one of our monthly webinars to showcase how your technology aligns with the market intelligence covered in the webinar. The audience is typically solution providers and manufacturers selling to the government.	1	-	-	-	-

Digital and Social Media Activities	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Access E-Rate Resource Center for Education Our E-Rate Resource Center is dedicated to empowering educational vendors by providing essential information and support for navigating the E-Rate program. By leveraging our E-Rate Resource Center, educational vendors can effectively secure funding to improve connectivity and technology access, ultimately enhancing learning outcomes.	✓	✓	✓	✓	✓
State, Local, and Education (SLED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting SLED reseller customers and end users that runs up to the fiscal year-end for most SLED organizations. *The vendor sponsor is responsible for providing product information. Vendor sponsor has the option to select their messaging for State and Local, Education, or both.*	1	1	-	-	-
Federal (FED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting federal reseller customers, system integrators and end users that continues to the fiscal year-end for federal agencies. *The vendor sponsor is responsible for providing product information.*	1	1	-	-	-
Social Media Posting A social media posting that includes messaging on the TD SYNNEX Public Sector social platforms (i.e., LinkedIn, Facebook, X). TD SYNNEX Public Sector will develop social graphic content. *The vendor sponsor is responsible for providing creative input and call-to-action URL link.*	1	1	3	2	1
Monthly Reseller-Facing Multi-Vendor Newsletter An opportunity to be featured in one of our newsletters shared electronically with our partner communities throughout the year.	11 Months	11 Months	6 Months	3 Months	1 Month

Marketing Activity	Diamond	Platinum	Gold	Silver	Bronze
Subject Matter Expert (SME) Consultation Session Unlock your business potential with our Public Sector subject matter experts. Benefit from an exclusive coaching session tailored to your needs in federal government, state and local government, education, and healthcare. Let us help you refine your strategy and achieve your goals. *Vendors will select one vertical for their consultation session.*	-	-	1 Session	1 Session	-
Access to Public Sector All-Hands Meeting Have a five-minute virtual elevator pitch during the Public Sector All-Hands Meeting. This weekly meeting includes Public Sector business leaders and business development representatives.	-	-	✓	✓	-
NEW! – Expanded access to the Diversity Alliance Program (DAP) Our vast network comprises over 2,500 resellers, including small, minority-owned, women-owned, and veteran-owned businesses. This diverse base broadens our reach and enhances our ability to meet the varied needs of partners across different sectors.	✓	✓	✓	✓	✓
Access to Targeted Reseller Customers Gain direct access to principals, owners, and key decision-makers at the forefront of Public Sector solutions! Connect with the right individuals to effectively expand your product reach within our extensive network of 10,000+ resellers.	✓	✓	✓	✓	✓
Access to Contracts Team Training During this training, vendors will learn the value of using the TD SYNNEX Public Sector Contract Portfolio and their positioning under these contracts. Over 95% of all procurements for public sector use a buying vehicle, and our contract portfolio can be utilized across all 50 states. Please d reseller customers eliminate the need to issue a competitive bid — saving time and effort. Vendors have access to our Contracts Hub. TD SYNNEX Public Sector - Contracts Hub	✓	✓	✓	✓	✓
TOTAL PROGRAM INVESTMENT	**$356,000**	**$252,000**	**$171,000**	**$90,000**	**$50,000**

Industry Events A La Carte	Booth and Reception	Reception	Booth
WEST (Jan. 28-30, 2025) WEST connects the industry professionals who design and build platforms, equipment and weapons with the designers of communications and technical systems. • Twelve booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • San Diego, CA	$18,000	$13,000	$7,500
TechNet Cyber (May 6-8, 2025) AFCEA's TechNet Cyber serves as a center of gravity for a whole-of-government effort to bring together the policy, strategic architecture, operations and C2 — along with the joint capabilities needed — to meet the global security challenges and successfully operate in a digital environment. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Baltimore, Maryland	N/A	$15,500	N/A
EDUCAUSE Annual Conference (Oct. 27-30, 2025) The EDUCAUSE Annual Conference connects the best thinkers in higher education technology. • Seven booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Nashville, TN	N/A	$15,000	N/A
DoDIIS (Date TBA) DoDIIS is the premier information technology conference where distinguished speakers collaborate with trusted partners, and experience ground-breaking technical solutions to support the warfighter. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • Location: TBA	$15,000	$11,000	$8,000

Business Unit Activity

NEW! - Subject Matter Expert and Business Development Representation at Industry Events
TD SYNNEX Public Sector is committed to enabling the success of our partners in the public sector. We understand that staying at the forefront of industry trends and connecting with key stakeholders is crucial for growth. Our teams have actively participated in or sponsored a range of impactful industry events. These events provide valuable insights into the latest technologies, procurement processes, and policy updates shaping the public sector landscape.

Vertical	Industry Event
All Public Sector Verticals	Center for Digital Government (eRepublic) Beyond the Beltway
All Public Sector Verticals	RSA - Public Sector Day
All Public Sector Verticals	Vendor's Sales Kickoffs & Public Sector Summits
Education	CITE (California IT in Education)
Education	EDUCAUSE
Education	Future of Education Technology Conference (FETC)
Education	International Society for Technology in Education
Education	TCEA (Texas Computer Education Association)
Federal	AFCEA Air Force IT Day
Federal	AFCEA Belvior Industry Days
Federal	AFCEA Maritime IT Summit
Federal	AFCEA NOVA Day
Federal	AFCEA Space Force IT Day
Federal	AFCEA USMC IT Days
Federal	AFCEA West
Federal	Air Force IC Industry Symposium
Federal	Charleston Defense Association (CDCA) Summit
Federal	DAFITC (Department of the Air Force Information Technology and Cyberpower
Federal	Defense Healthcare Conference
Federal	Defense Leadership Forum
Federal	Defense Leadership Forums
Federal	DoDIIS (Department of Defense Intelligence Information Systems) Conference
Federal	FedCon (Federal Contractors) Conference
Federal	GEOINT
Federal	Homeland Security Critical Infrastructure Conference
Federal	Modern Day Marine
Federal	Naval IT Day
Federal	Navy Contracting Summit
Federal	Navy League Sea, Air and Space Events
Federal	NLIT (National Laboratories Information Technology) Summit - Dept of Energy

Vertical	Industry Event
Federal	OPM/GSA Industry Day
Federal	PAX River IT Days - Dept of Navy
Federal	Rocky Mountain Cyber Symposium
Federal	TechNet Cyber
Federal	TechNet Indo-Pac
Federal	TechNet Agusta
Healthcare	Beckers Healthcare IT Conference
Healthcare	CoSN (Consortium of School Nursing)
Healthcare	HIMSS
Public Safety	FBI Academy
Public Safety	FBI National Academy Alumni Association (FBINAA) Conference
State/Local Govt	APCO (Association of Public-safety Communication Officials)
State/Local Govt	Fire-Rescue International Conference by International Association of Fire Chiefs (IAFC)
State/Local Govt	IACP (International Association of Chiefs of Police)
State/Local Govt	International City/County Management Association (ICMA) Conference
State/Local Govt	ISC (International Security Conference) West by Security Industry Association
State/Local Govt	ITS (Intelligence Transportation Society) World Conference & Expo
State/Local Govt	IWCE (International Wireless Communications Expo)
State/Local Govt	NACO (National Association of Counties) Annual Conference
State/Local Govt	NASCIO (National Association of State Chief Information Officer) Annual Conference
State/Local Govt	NASPO (National Association of State Procurement Officials)
State/Local Govt	National Association of State Technology Directors (NASTI)
State/Local Govt	NIGP: The Institute for Public Procurement
State/Local Govt	Palmetto Cyber Summit
State/Local Govt	PWX Expo (American Public Works Association)
State/Local Govt	Smart Cities Connect Conference



TD SYNNEX

Activating Sustainable Change

FY2023 Corporate Citizenship Report

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A Message From Our CEO

Activating Progress at TD SYNNEX, and Beyond

TD SYNNEX is all in as we capture opportunities to advance our corporate citizenship efforts.

It's exciting to reflect on FY2023, a year of growth and corporate citizenship progress for TD SYNNEX amid rapid technological change. Our partners have been ramping up AI and cloud capabilities, making room for new growth services and navigating emerging regulations and trends. Additionally, we have seen increased desire for sustainable product solutions from our customers and their end users. As we've supported them, working together to solve these challenges and make the most of new opportunities, our essential function in the IT ecosystem has never been clearer.

Just as we value collaboration with our partners, we continue to leverage it internally to activate sustainable change. Guided by our Environmental, Social and Governance (ESG) framework, we engaged co-workers across business units and regions to further our environmental and social commitments throughout the past year. Already, we've achieved our goal of doubling co-workers' Business Resource Group (BRG) participation and received validation on our Science Based Targets to ultimately achieve net zero by 2045. It's gratifying to see our efforts result in external recognition, including a silver medal from EcoVadis and a Management (B-) rating from CDP.

As we reach these milestones, we're building capacity to activate broader ESG initiatives and maximize our positive impact. Our Sustainability Summits are an example of how we're deepening our teams' knowledge of ESG topics and encouraging them to keep raising the bar. We're also using our robust connections with IT channel partners to support mutual progress toward our environmental and social goals. By focusing on areas such as Circular Economy and Sustainable Logistics — our two towers of specialization at TD SYNNEX — we can deliver widespread benefits while helping to lead long-lasting change.

Our co-workers are all in on these efforts. From the work of our global Green Teams and our community volunteers, they've demonstrated a passion for making a difference at TD SYNNEX and far beyond. There's much more to do, but we've got the wind in our sails as we continue to pursue meaningful results. I'm feeling energized as I look toward the year ahead. Activation leads to increased velocity on our existing corporate citizenship initiatives and new insights into where we can go next.

Patrick Zammit, Chief Executive Officer, TD SYNNEX

A Company Who Cares

To manage relentless change — in technology as well as society — TD SYNNEX[1] invests in innovation, creative solutions and partnerships that enrich the way we live and work.

A Few Things to Know About Us

We empower

our global partners to achieve great outcomes with technology.

We're building

connections across the global IT ecosystem to unlock its potential for all.

We'll get there

by delivering compelling technology solutions to a dynamic global marketplace.

We're doing it together

with a team of approximately 23k+ co-workers and 150k+ trusted partners around the world.

Our shared values

of inclusion, collaboration, integrity and excellence help us remain aligned and true to who we are.



[1] TD SYNNEX is branded and trades as Tech Data and Tec D in the Asia Pacific Japan region. Both Tech Data and Tec D are TD SYNNEX companies.

Awards and Recognitions

In 2023, we were proud to earn awards that recognize our culture, caring environment and sustainability efforts, including:

- FORTUNE World's Most Admired Companies 2023
- CDP Management (B-) rating
- Dell Technologies ESG Partner Spotlight—Q3 Recognized Partner
- Google Cloud Diversity, Equity and Inclusion Partner of the Year 2023—TD SYNNEX Japan
- CRN Women & Diversity in Channel Awards 2023, Gender Parity Award—TD SYNNEX UK&I
- CRN Inclusive Channel Leaders 2023
- National Road Transport Federation, Responsible Transport and Logistics label—TD SYNNEX France
- Great Place to Work certified in the Czech Republic, France, Brazil, Poland, Portugal, Spain, Turkey, U.K., the U.S. and Vietnam
- EcoVadis Silver medal—TD SYNNEX and EcoVadis Platinum medal—TD SYNNEX France

Putting Corporate Citizenship to Work



Our robust ESG framework is designed to deliver long-term value for our stakeholders. As our business grows, this framework will help us ensure a strong focus on key areas in which we believe TD SYNNEX and our industry partners can have the greatest impact.

Our initial materiality assessment revealed several ESG areas that are priorities for our business and stakeholders, including diversity, equity and inclusion; greenhouse gas (GHG) emissions; and privacy, data protection and cybersecurity, to name a few. These results have since been echoed in our enterprise risk management process, which reinforces the direction of our ESG framework.

This year, we focused on operationalizing our framework through program development while engaging our global co-workers to bring our commitments to life. In 2024, we will be conducting a double materiality assessment and will continue to align our corporate citizenship efforts as we move forward. Furthermore, we have refined our collection of data and process controls related to ESG topics to further enhance our programs, fulfill future reporting requirements and accelerate our efforts.

> "We started this process by engaging our stakeholders and assessing where we could have the most impact through a materiality assessment. It was a deep dive into what was most important to our business, our co-workers, our partners and our industry. Our unique position at the center of the tech universe allows us to identify opportunities for innovation, sustainable practices and positive outcomes up and down the value chain."
>
> Patrick Zammit, Chief Executive Officer at TD SYNNEX

Addressing the UN SDGs

As we head toward the 2030 Agenda for Sustainable Development, we recognize the increasing importance of taking action to help protect the planet, ensure a more prosperous and just future and improve communities' quality of life. Our corporate citizenship efforts are best aligned with the following United Nations Sustainable Development Goals (UN SDGs):

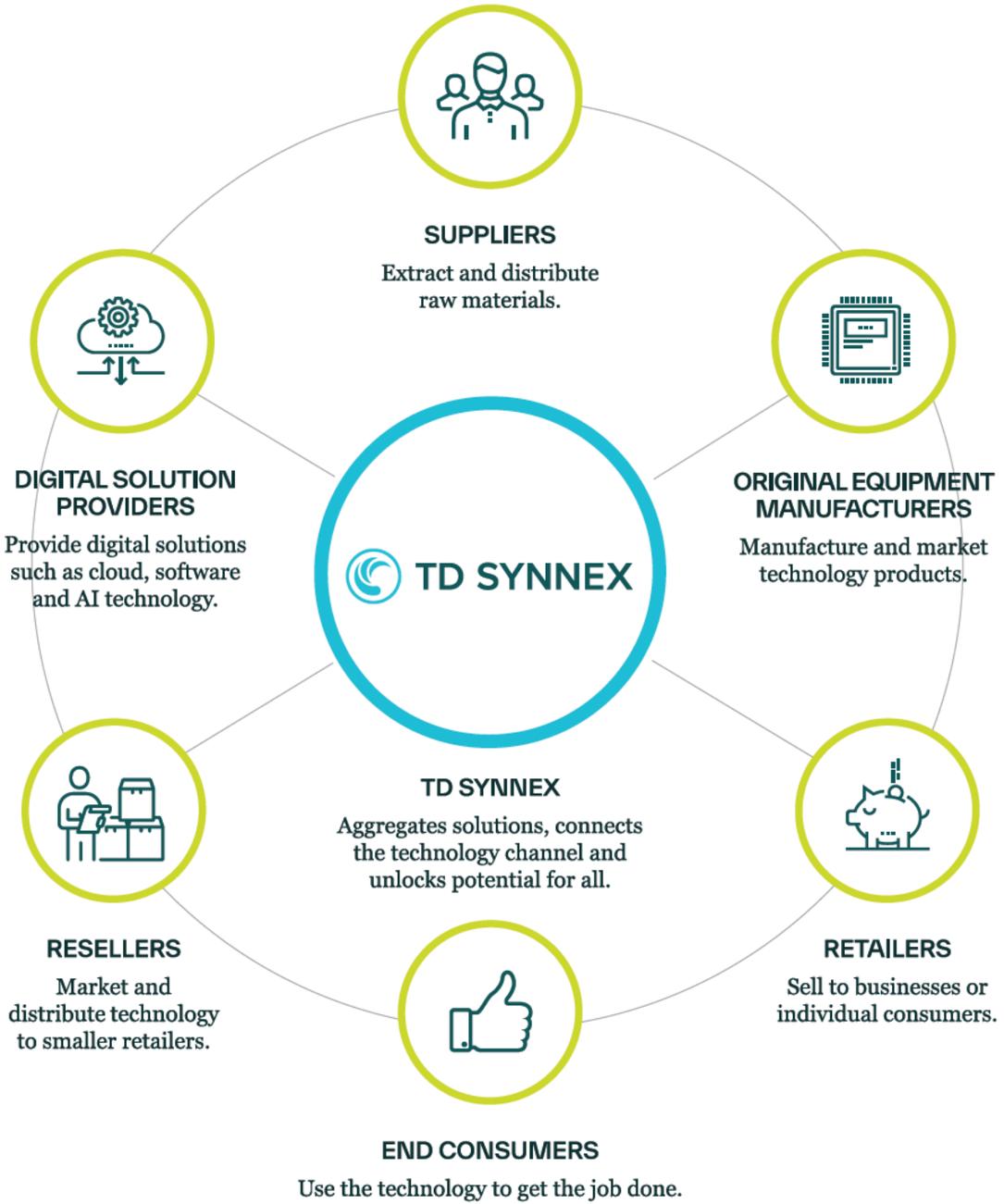


Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.





“Thanks to our vantage point at the heart of the IT channel ecosystem, we are uniquely well-positioned to help vendors, partners and end users accelerate their adoption of sustainable technology solutions and business practices. And we have a shared duty — along with our ecosystem partners — to do so. Whether it is engaging in the circular economy, aligning on common industry standards for the sustainability attributes of IT equipment, or enabling our customers to easily navigate to more sustainable products on our e-commerce platform, TD SYNNEX is driving tangible action to embed sustainability in our industry. By working together as a united technology ecosystem, I believe we can truly make a positive impact.”

Jill Kermes, Corporate Vice President, Global Communications and Corporate Citizenship

Engaging Partners During Our Sustainability Roundtable

We aim to positively impact our partners’ ESG progress through sustainability workshops, conventions and other engagement touchpoints. For example, during our European Vendor Partner Summit in October 2023, we convened strategic vendors and customers at a sustainability roundtable held in Spain, which we will continue to host on an annual basis. We discussed the difficulties of calculating and sharing product sustainability attributes based on comparable methodologies, on top of the added challenge of making IT products and business models more circular. There was consensus that sustainability is gaining momentum in our industry, and major shifts are expected in the coming years that will drive further innovation and collaboration.

Leading the Conversation on Sustainability in the Industry

We participated in a forum hosted recently by our longtime technology market analyst partner, Canalys. Jill Kermes, our Corporate Vice President of Global Communications and Corporate Citizenship, joined panelists representing other channel partners including Dell Technologies, Lenovo, HP, Sycomp and UDT, to discuss how a holistic sustainability approach impacts every aspect of an organization. During the discussion, the panel shared how they are each attracting and retaining customers, recruiting top-notch employees and gaining investor support.

Direction of Technology Report Survey

TD SYNNEX publishes industry research that provides insight for channel partners and serves as a compass to help our partners point their organizations in the right direction. The 2023 Direction of Technology survey findings show that channel partners are recognizing the rising importance of ESG as a critical aspect of their own business in addition to a product that their end users and customers will need. The report found:

- A 125% increase in ESG importance since 2022
- A 37% additional increase in the importance of ESG expected by 2025
- 38% of respondents perform ESG through hybrid or outsourced partnerships
- 69% of channel players are now seeing ESG considerations influencing IT procurement
- 51% say they offer recycling or circular economy take-back schemes

Learn more and download the full report here.

Participating in the GTDC Summit

At the Global Technology Distribution Council Summit EMEA 2023, we joined a consortium of the world’s leading tech distributors to explore areas of opportunity for the IT industry and sustainability was an area of focus. We highlighted TD SYNNEX’s carbon-reduction efforts, including initiatives related to green energy and logistics, building a circular economy and product sustainability. The event reflects our commitment to contribute our experience to the growing body of knowledge around sustainability and its critical importance to the IT industry’s future. In addition, we are participating in a project with GTDC and other technology focused companies and organizations on product sustainability attributes. The project's goal is to drive standardization, enhance data availability and transparency, and as a result provide opportunities for the industry to make their combined value chains more sustainable.

Our Corporate Citizenship Commitments



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:
- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:
- Reduce absolute Scope 1 & 2 GHG emissions by 42%.[2]

By 2045:
- Reach net-zero GHG emissions across the value chain.[3]

Additional Goals:
- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.[4]

Learn more about our progress on environmental commitments.

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:
- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:
- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:
- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

Learn more about our progress on social commitments.

[2] Reduction is based on a 2022 base year.
[3] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.
[4] ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

Environmental Sustainability

TD SYNNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNNEX but industrywide.



Activating Our Strategy in FY2023

Submitted our near- and long-term emissions-reduction targets to the SBTi and targets were validated in May 2024

Hosted Sustainability Summits for co-workers in two regions: Latin America and the Caribbean (LAC), and Asia Pacific and Japan (APJ)

Grew the number and reach of our co-worker-led Green Teams to include nearly 40 teams that are engaging our global sites

Expanded sustainability-focused training and education with a third module on Carbon

Activated our two towers of specialization: Sustainable Logistics and Circular Economy



Sustainability Metrics and Reporting



By measuring our performance, we can identify where we're making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders.

As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment.

We are proud to mark our second year of corporate citizenship reporting. To build on this progress, and our commitment to continuous improvement, we are constantly evaluating ways to strengthen our internal process controls for data. Since our last report, our sustainability team collaborated closely with our Internal Audit and Legal teams to enhance sustainability data controls to ensure we keep pace with the evolving regulatory landscape.

Out of these collaborations, we implemented several measures to improve our data collection and reporting processes. First, we have enhanced our administrative reporting procedure per our Internal Audit recommendations, incorporating heightened data checks and process controls. Second, we have shifted to a new carbon accounting tool with more robust process controls and quality checks. And third, we have developed and implemented a Chain of Custody process for stakeholder reporting, providing greater accountability and traceability of our data. We are continually focused on improving our data collection process and controls and will explore additional measures in the future such as external assurance.

We're motivated by the recognition we've received for our sustainability performance in 2023, including earning a silver medal from EcoVadis. We also submitted our Climate Change performance to CDP for the second time, earning a Management (B-) score. These two year-over-year improvements reflect the expansion and enhancement of our Corporate Citizenship program over the last year.

Environmental Commitment	Actions and Progress
Further deploy Environmental Management Systems such as the ISO 14001	Maintained ISO 14001 at close to 50% of TD SYNNEX real estate footprint

Achieving Sustainability Certifications at Our Sites

We align our operations with the leading standards for sustainability, safety, efficiency and quality management, including certification through International Organization for Standardization (ISO) 9001[5] and ISO 14001.

Sixteen of our locations are also certified with sustainable building standards, such as Energy Star, Leadership in Energy and Environmental Design (LEED), Building Research Establishment Environmental Assessment Methodology (BREEAM) and Energy Performance Certificate (EPC) certifications.

We are continuing to assess additional sites to expand our ISO and sustainable building footprint.

Certification Highlights:

- 80% of our real estate footprint is certified by ISO 14001, ISO 9001 or both.
- More than 10% of our real estate footprint have been certified to be a sustainable building.

[5] ISO 9001 refers to the set of standards put forward by the International Organization for Standardization focused on quality management related to performance and meeting customer expectations.

Climate Mitigation and Greenhouse Gases

The challenges of climate change impact all of us, and we all must step up to drive positive change. At TD SYNNEX, we've set a goal to achieve net-zero GHG emissions in our global operations by 2045.

Our roadmap toward progress covers areas from facilities and energy to transportation and logistics. We're also working with our customers, vendors and other partners to mitigate our supply chain emissions and promote sustainable products.

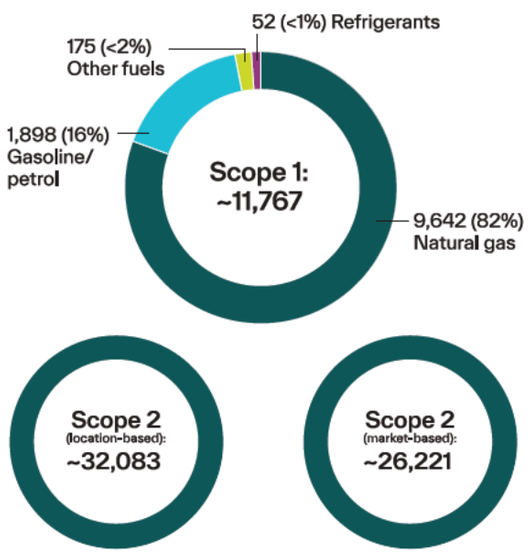
In FY2023, we submitted our near- and long-term targets to SBTi. In May 2024, we received validation for our targets, which we have included in this report. This milestone affirms that our decarbonization plan is ambitious and informed by leading science.

Addressing Scope 1 and 2 Emissions

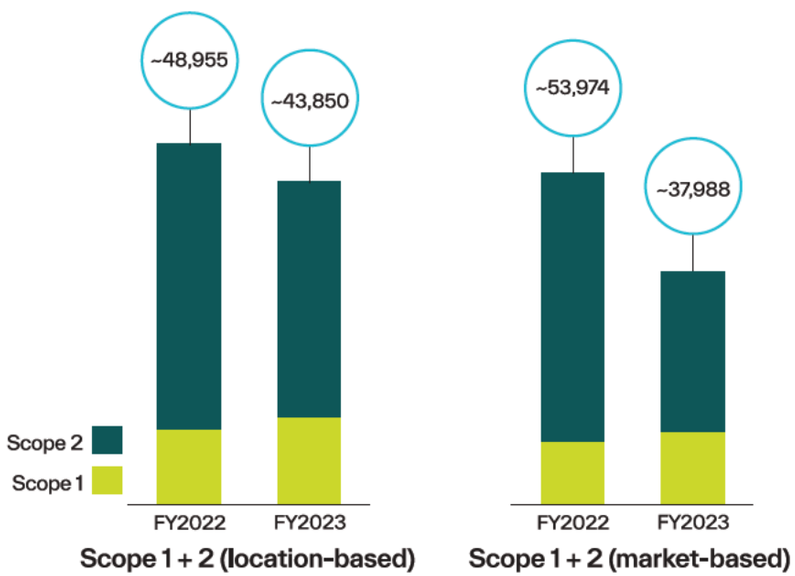
- In FY2023, we achieved a combined Scope 1 & 2 emissions reduction of approximately 30% over FY2022, primarily by transitioning several of our facilities to renewable energy.
- Our Scope 1 (direct) emissions derive from the natural gas we burn for heating, plus other fuels and refrigerants. We have started exploring decarbonization assessments for alternative heating and fuel options.
- Our Scope 2 (indirect) emissions mostly come from the generation of electricity we consume in our facilities. We are addressing this scope by reducing our energy consumption and expanding our renewable energy procurement, which is detailed on page 14. Currently, self-generated energy from solar installations at our facilities and purchased renewable energy now account for approximately 31% of our electricity use.

Environmental Commitment	Actions and Progress
Reach net-zero GHG emissions across the value chain by 2045[6]	We achieved a reduction of approximately 30% in our Scope 1 and 2 emissions from FY2022.

FY2023 Scope 1 and 2 Emissions (metric tons of CO_2e)[7]



GHG Emissions Trend (metric tons of CO_2e)[7]



[6] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

[7] Please refer to page 45 for GHG Inventory disclaimer.

Addressing Scope 3 Emissions

What they are: The majority of our carbon footprint is comprised of emissions from our value chain and also transportation-related activities.

How they're generated: They result primarily from the production and use of the goods and services we distribute, and through the transportation and use of products we bring to market.

The challenge: Because these emissions occur from sources beyond our direct control, they're more difficult to calculate and reduce.

How we're addressing them: We're promoting circular economy principles, green transportation, sustainable marketing, events and products, and best practice sharing, tools and education for our partners.

Here are some examples of how we took action in FY2023:

[8] PWC, The US electric vehicle charging market could grow nearly tenfold by 2030: How will we get there?

Moving Toward Sustainable Marketing

In Ireland and the U.K., our teams are raising the bar on environmentally conscious marketing. When selecting venues for events, they assess the site's policies with a focus on avoiding single-use plastics, encouraging recycling, offering plant-based food options and minimizing food waste. They also seek locations with electric vehicle (EV) charging infrastructure and accessibility to public transportation. With rare exceptions, they avoid hosting overnight stays. The team developed a carbon calculator to determine the approximate impact of various marketing activities, which serves to influence future strategy and choice of event size. They've also partnered with Treedom to purchase and plant trees based on the number of attendees at each event, planting 330 trees since the beginning of the initiative through FY2023. Moving forward, they're looking to integrate these practices into training for our Marketing co-workers while expanding the initiative across Europe, and in the U.S.

Promoting Sustainable Products and Solutions

Our team in France is working to reduce emissions that occur from product use. In FY2023, they began to identify sustainable product attributes for items such as laptops, smartphones and monitors. They considered factors such as whether the components, materials or packaging in an item were recycled, recyclable or biodegradable, and whether the item included industry-recognized energy labels or certifications. The team then created a "Green IT" filter for our e-commerce platform that empowers partners to make sustainable procurement decisions. Another partner focused initiative, started in the U.S. by our PowerSolv team, addresses the demand for zero emission transportation by developing advanced end-to-end charging solutions and consultation for our partners. The number of EVs in the U.S. is estimated to hit 27 million by 2030 and 92 million by 2040.[8] Looking ahead, these teams are focused on refining these initiatives and expanding them to other countries to maximize the benefits for our partnerships worldwide.



Curbing Emissions From Travel

In many regions, our company embraces a hybrid work schedule, recognizing the social benefits of workplace flexibility and the environmental gains from reducing commuting emissions. In Europe, we've shifted our company car policy toward hybrids and EVs, encouraging environmentally conscious work-related travel. These vehicles constitute over 20% of the region's fleet and over 40 locations now have access to chargers across our global footprint. Some European regions offer also incentives for co-workers to purchase or lease EVs and e-Bikes. Additionally in the region, we partner with Climate Partner to offset CO_2 travel emissions through certified projects that have a positive and direct impact on communities. In 2023, this resulted in the offset of approximately 2,306 tCO_2e through two high-quality, verified projects: the construction and operation of Mauritius' first large-scale solar plant (Verified Carbon Standard, VCS), and various photovoltaic plants in five different states of India (Gold Standard, GS VER).

Reducing the Impact of Our Operations

Our physical footprint includes both owned and leased locations, so we look for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. When a lease ends, we use the opportunity to move into a more modern, sustainable facility. In FY2023, we developed sustainable criteria for our global Real Estate team to evaluate new location opportunities. Among other factors, the list includes access to renewable electricity and fuel; the use of sustainable materials and resources; water and waste efficiency; sustainable building certifications; and access to public transportation. These criteria guidelines have already been included in recent Requests for Proposal (RFPs) to potential landlords and will be further implemented throughout FY2024. We also invest in refurbishing our existing locations and adding new features such as solar panels and EV infrastructure to make our warehouses and logistics centers as sustainable as possible.



Lightening Our Operational Impact in FY2023

Solving for Heating and Cooling Needs at a California Warehouse

When one of our warehouses in Tracy, California, required additional heating, we sought a more sustainable solution than traditional ceiling mounted heaters. We worked with the building owner to install active dampers in the wall louvers, which provide full-building ventilation. We also reprogrammed air handlers in the roof so that during the winter we could prevent cold air from circulating at night, and during the summer we could prevent warm air from entering the building. This initiative is expected to avoid over 100 metric tons of CO_2e emissions annually.

Reducing Paper in Our Iberia and Italian Offices

A pilot program is helping reduce the operational use of paper in our Iberia and Italy regions. Where possible, we have gone paper-free, communicating via alternate communication methods. We also understand that certain customers still require physical paperwork for their internal processes, so we have developed shortened versions of particular documents. We are printing fewer pages per month, but still delivering the necessary paperwork. Overall, we estimate we have saved around 1.7 tons of paper as a result of our focus this year.

Green Commuting in Germany Through Discounted Bike Benefit

We know that one of the best ways to commute to work — both for our co-workers and for the environment — is by bicycle. In Germany, our co-workers now are eligible to purchase a bike, including e-bikes, directly through the manufacturer at discounted rates. Access to a wide range of additional services, like access to trained consultants, if you have questions about your bike, full coverage, including theft compensation and mobility guarantee in case of damage, access to the Green Bicycle Club App, and more ensure that co-workers get the most out of their experience.

Sustainable Warehouse and Office Design in Aalst, Belgium

We recently renovated our 5th largest European facility in Aalst, Belgium, focusing on enhancing resource efficiency. Measures include optimizing heating and cooling systems, improving insulation, upgrading to energy-efficient LED lighting and maximizing natural lighting. On-site solar panels currently power 20% of our energy consumption, with plans to expand. We installed faucet sensors and outdoor water permeable tiles that filter and recirculate rainwater back into operations, reducing water consumption by almost half. We also introduced a bike shed and electric vehicle charging stations for co-workers. Future plans include automating warehouse processes and consolidating loads to reduce emissions.

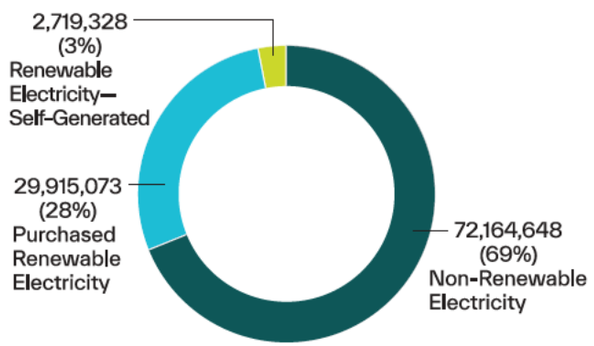
Investing in Renewable Energy Sources

The shift to a clean, reliable alternative to fossil fuel is imperative to achieve emissions and global net zero targets. At TD SYNNEX, the accomplishment of our net-zero by 2045 goal is dependent on a transition of our energy to renewable sources. Last year, we published our inaugural corporate citizenship report, and within a short timeframe we have already realized significant results as part of our commitment to reducing GHG emissions. TD SYNNEX has increased our electricity derived from renewable energy sources to approximately 31%.

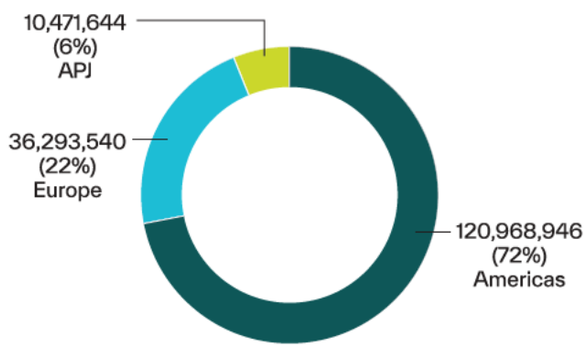
Our wholly owned subsidiary, Hyve Solutions, transitioned its three largest manufacturing sites to 100% renewable electricity. In addition, many of our facilities in Spain, Italy, the United Kingdom, France and the Czech Republic have shifted to certified renewable-sourced electricity.

TD SYNNEX has procured renewable energy through self-generating solar and bundled Renewable Energy Certificates (RECs) or Guarantees of Origin (GOs) with the electricity consumed from the grid. In the locations where RECs or GOs are not available the company has obtained the equivalent documentation to support our claims. We are looking to continue to expand our renewable energy procurement across our global operations, driving further operational efficiencies and cost savings.

Global Renewable Electricity vs. Non-Renewable Electricity (kWh)[9]



Global Energy Use by Region (kWh)[9]



Leading the Renewable Revolution in the U.K.

In January 2023, our team in Basingstoke, U.K., completed the move to a new EPC- and BREEAM-rated office that boasts full LED lighting and light sensors, EV charging stations and solar panels on the roof. We also installed EV charging stations at our offices in Maplewood and Warrington and shifted to renewable energy at Magna Park. With our Basingstoke, Magna Park and Warrington sites all using renewable energy from the grid, 100% of our U.K. energy consumption is now sourced from renewable sources.

Setting the Stage for Long-Term Wins in the U.S.

We're currently working on a large-scale solar installation at our facility in Swedesboro, New Jersey, that we plan to complete in FY2024. This facility is our 7th largest site in the U.S. and the 10th largest globally, making this solar installation particularly impactful.

[9] Please refer to page 45 for energy and electricity use disclaimer.

Sustainable Transportation and Logistics

Driving Logistics Progress in France

In October 2023, TD SYNNEX France was awarded a Premium Transportation and Logistics label from the country's National Road Transportation Federation. TD SYNNEX was the only company with more than 250 employees to achieve the premium label, which it received during an awards ceremony held by the Ministry of Ecological Transition.

> "This award confirms our leadership position and will strengthen the loyalty of our customers who are increasingly focused on green supply chain issues."
>
> Li Yang, Transportation Manager at TD SYNNEX France

[10] MIT Climate Portal, Freight Transportation.

Zeroing in on Transportation and Logistics

Freight transportation plays a critical role — not only in our business and industry but in the global economy. Freight-based carbon emissions account for about 8% of global GHG emissions and experts predict that these emissions may double by 2050.[10] If we want to make meaningful climate progress, this is an essential issue to address. TD SYNNEX has identified Sustainable Logistics as one of two towers of specialization — areas where we're uniquely positioned to advance sustainable change (the other being the Circular Economy). We're currently focused on improving our collection of transportation data, with an emphasis on calculating the company's transportation-based emissions. This will allow us to better understand where to focus our decarbonization strategy.

To reduce our transportation-based emissions, we introduced a load optimization project for our shipments and lowered our material usage — and, as a result, our costs — associated with repack boxes. We are engaging and collaborating with our logistics providers to explore more sustainable methods of distribution such as load and modal optimization.

Reducing Emissions by Consolidating Shipments for Our Customers

One of the ways we execute load optimization is through consolidation, which increases the load factor of vehicles, subsequently reducing per parcel emissions. We used this approach for a major customer, strategically consolidating delivery from our regional warehouses to two of the customer's locations. This resulted in more than 10,000 tons of shipments being shifted into the cleaner truckload (TL) method. We estimate that more than 1,500 metric tons of CO_2e have been avoided in the first year of the program. Other benefits have included cost savings, greater customer satisfaction due to fewer shipping losses, increased security and less damage due to decreased handling.

Calculating Our Transportation-Based Emissions

In Europe, we used the distance-based method to automate our calculations of GHG emissions per shipment. In this method, the distance is multiplied by the mass of goods being transported and relevant emission factors provided by U.K. Department of Environment, Food and Rural Affairs (DEFRA). We based our distance-per-shipment calculation on each shipment's origin and destination using Google Cloud API. The results are accessible through Microsoft Power BI, an interactive data visualization platform. We plan to expand them to include inbound and intra-company transportation before rolling out similar calculations to the rest of our regions.

Logistics Partnerships Help Decrease Emissions

This year, Belgium and the Netherlands worked to increase green transportation by engaging with vendors, carriers and customers. For example, we participated in a project organized by one of our main carriers to decrease their footprint impact by 400 tons of CO_2 emissions. We also aim to increase the efficiency of shipments by maximizing orders with the customers and consolidating them.

The Circular Economy

Many of us spend our days interacting with an array of digital devices. We move through the world toting smartphones, laptops, tablets and smartwatches — plus all the associated cords. But what happens when our devices stop functioning, or when we upgrade to something new?

Typically, they wind up contributing to global electronic waste (e-waste), of which the ITU, a specialized agency of the United Nations, reported that in 2022 a record ~62 million metric tons of e-waste was generated globally.[11]

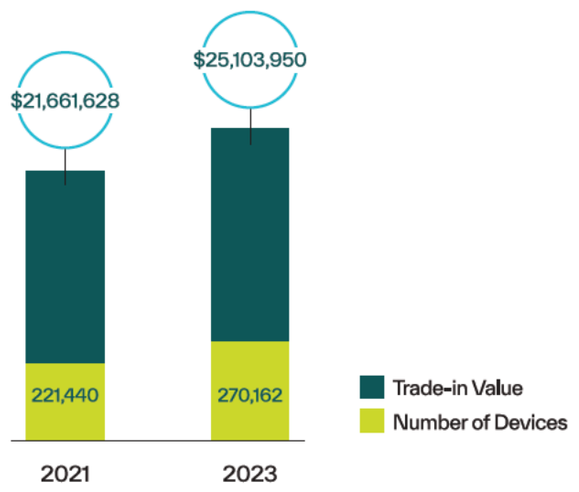
Globally, less than one-fifth of e-waste is properly collected and recycled. But over the past 20 years, companies have enhanced ways to meet customer needs while reducing enterprise waste. That has led vendors, distributors and customers throughout the IT channel to begin adopting a circular economy mindset. In this model, products remain in circulation by being reused, repaired, remanufactured or recycled. It's a closed-loop framework that challenges the standard, linear product life cycle, in which raw resources become products that consumers eventually discard as waste.

At TD SYNNEX, the circular economy is one of our two towers of specialization. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global Services and TD SYNNEX Renew — provide customers with life-cycle management services including redistribution, refurbishment, recycling and more.

In FY2023, we continued to expand these services while engaging customers and end-users on their various benefits. We saw increased participation in our Circular Economy Badge training program. Our TD SYNNEX Renew device trade-in program also saw a ~22% increase in volume of devices and ~16% increase in trade-in value for our partners since FY2021. With the market for second-hand smartphones alone forecasted for a compound annual growth rate of 8.8% through 2027, these services are a promising pathway for both environmental progress and market growth.[12]

Environmental Commitment	Actions and Progress
Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling	Continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with our partners

TD SYNNEX Renew Device Trade-In Program Growth



[11] UNITAR Global E-waste Monitor, GEM 2024 - E-Waste Monitor (ewastemonitor.info).
[12] IDC, Worldwide Market for Used Smartphones Is Forecast to Surpass 430 Million Units with a Market Value of $109.7 Billion in 2027, According to IDC.

How We Bolstered the Circular Economy in FY2023



Partnering with tech's top brands to expand renew, refurbishment and trade-in services

PCW is the largest wholesale distributor of new excess, end-of-life and factory-recertified IT products in the U.S. The division recently launched a product renew program with Google and Xbox and began selling Microsoft Authorized Refurbished products. PCW also manages the new TD SYNNEX Apple trade-in program, which will enable us to further reduce the number of devices in landfills.



Maximizing the lifespan of medical devices and avoiding waste

Shyft Global Services provides end-to-end product and customer life-cycle management services. They've recently been working with medical device customers to establish programs that enable decommissioned products to be sent to Shyft for testing and possible refurbishment and reuse. Shyft already has four products in its consumable to repairable offerings, which have prevented thousands of units from being recycled or scrapped. Additionally, all of Shyft's primary facilities are ISO 13485[13] certified to help ensure that medical devices are safe and used for their intended purpose.



Diverting more mobile devices from landfills across Europe

In our European region, we developed a graduated channel for mobile devices that will enable TD SYNNEX to give even more mobile phones a second life in FY2024. We have developed a robust trade-in platform that can be connected with our partners' portals to streamline the quotation and delivery of used handsets.

Our Positive Impact by the Numbers

~$81M

Value of manufacturer-renewed products redistributed by PCW

~523

Metric tons of repaired products returned to service via Shyft Global

~25

Metric tons of ferrous material preserved through TD SYNNEX Renew — with 70 pounds of rare material diverted from e-waste disposal

Our Ongoing Impact with Human-I-T:

Human-I-T is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while empowering organizations to do good by diverting technology from landfills. For additional details on our partnership with Human-I-T, see page 31 of this report.

1K+

Pounds of toxic metals diverted from landfills

$202K+

Donated since 2020

119K+

Computing devices refurbished and distributed to deserving communities

51K+

Pounds of technology diverted from the waste stream

human-i-t

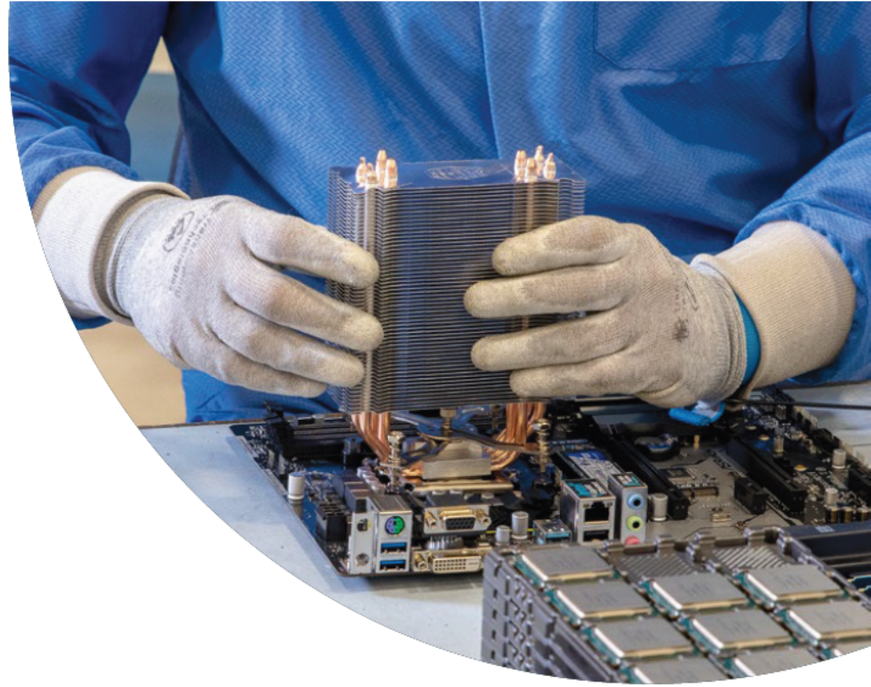
[13] ISO 13485 refers to the set of standards put forward by the International Organization for Standardization specifying requirements for the medical device industry's quality management system.

Responsibly Managing Materials and Waste

Our commitment to environmental stewardship not only guides us to reduce waste and material usage but also to ensure our products and waste-handling processes are safe. Our goal is to see that:

- The products we bring to market are properly labeled with applicable safety warnings and handling instructions to protect both users and the environment.
- Our vendors' products are compliant, which includes responsibly using raw materials and chemicals and reducing hazardous substances in materials, products and packaging.
- Any waste we collect related to our vendors' products, batteries and packaging is recycled and properly disposed of.

Additionally, in FY2023, our teams ensured our compliance with emerging regulations surrounding the takeback of e-waste, batteries and packaging in Europe. We also collected product information from our vendors to properly register materials of high concern, in line with emerging Surgical Care Improvement Project (SCIP) regulations. This supports the safety of the environment and those working at recycling facilities. Our strategy is to continue expanding these efforts in other regions so we can continue to drive compliance and improvements.



Modeling a Waste-Smart Mindset at Shyft Global Services

Our business, Shyft Global Services, specializes in technology life-cycle management, so it's no surprise Shyft's teams are committed to reducing operational waste. In 2023, they recycled nearly 400 metric tons of cardboard across their sites. In addition, their Groveport, Ohio, facility implemented new initiatives to reduce its electricity and emissions while creating more capacity for repair programs that extend product life and reduce waste.

Reducing Waste in Our BENELUX Region

In the offices and warehouse in Belgium, we have reduced the waste by 31% through initiatives such as better sorting and recycling, and including recycling on contract negotiations with vendors that govern the process for scrapping and recycling returns at our locations.

A Culture of Sustainability

We believe in the power of every co-worker at TD SYNNEX to lead positive change. We're invested in building a culture that fosters a sustainability mindset, which co-workers can apply in their day-to-day roles.

Our Sustainability Working Group is a team composed of co-workers from many different functional areas, including Sustainability, Procurement, Operations, Legal and Sales. The group meets monthly to collaborate, share success stories and updates, and communicate goals affiliated with sustainability initiatives.

In addition to the Sustainability Working Group, our global network of Green Teams empower co-workers to organize sustainability initiatives across our sites. In FY2023, we expanded this network to include nearly 40 teams that led projects from beach cleanups to recycling campaigns and beyond.

During the year, we held two sustainability summits for co-workers in our LAC and APJ regions. The summits focused on building capacity to raise the bar on sustainability and included a discussion of the evolving regulatory landscape, competitive benchmarking and region-specific trends. They also included workshops on three key topics: data collection for reporting; energy conservation and renewable energy transition; and sustainable transportation and logistics. We see the summits as a way to build momentum in key regions and aim to scale our efforts over time.

Additionally, our wholly owned subsidiary, Hyve Solutions, holds monthly "Hyve Environmental Initiative meetings," which involve timely presentations and co-worker discussions of Environmental Sustainability topics; such as energy use and conservation, carbon footprint analysis, and waste minimization and recycling.



Expanding Our Impact Across Regions

Year after year, our teams inspire us with their passion for caring for their communities and the planet. Here's how they rallied together to make a positive impact in FY2023.

Our LAC region launched a program focused on environmental stewardship and community support. In its first year, the program hosted multiple activities, with participation from more than 90 co-workers throughout Argentina, Chile, Colombia, Ecuador and Peru. The activities included tree planting — which was a focus in FY2023 — as well as opportunities to help improve local food security and community health.

In Barcelona, Spain, TD SYNNEX gathered multi-functional co-worker teams for a week of hackathon events where collaboration, problem solving and rapid innovation help the team tackle real-world problems. Four out of five proposals are being implemented. The winning proposal was for a tool to manage and mitigate the impact of price changes across departments. As of early 2024, one of the proposals, a carbon emissions tool integrated on the Microsoft Power BI platform, is being used to share carbon emissions reports with our customers, as explained on page 15.

In our quest to lower GHG emissions, opportunities for energy savings are as good as gold. In Europe, we led our teams on energy treasure hunts to identify each site's energy baseline and opportunities for improvement. They compiled the top opportunities into a report on EU findings and coordinated follow-up meetings to develop implementation plans. Through initiatives such as optimizing sites' room temperature settings and reducing electricity used for plug-in devices, our pirate crews successfully achieved their goal of reducing energy consumption in our European operations by 15%.

Our Costa Rica-based Green Team engaged co-workers throughout Caribbean and Central America (CCA) in several volunteer opportunities and educational sessions. In April, they held a virtual Waste Management meeting to discuss best practices related to waste collection, separation and disposal, and they hosted a beach cleanup at Playa Guacalillo in July. Meanwhile, our teams in Mexico, one of the most populated countries in the world, focused on properly sorting and, whenever possible, recycling various forms of office waste.

Our teams in India installed water-saving devices in their Mumbai and Delhi offices that will save approximately 292,500 liters of water each year. They also recycled nearly 3,700 pounds of paper to save the equivalent of approximately 30 trees.



Our Green Team in Brazil had a busy year focused on action and education. They launched a Seeds of Knowledge communications series with environmental tips for co-workers and hosted an upcycling workshop to transform egg cartons into necklaces for women undergoing cancer treatments. They also hosted a "plogging" event, collecting and recycling sidewalk litter and recycled caps from plastic bottles to raise money for animals via a local non-governmental organization.

Following the APJ Sustainability Summit, regional Green Teams examined 19 local offices and warehouses to identify areas where energy conservation measures could reduce operational carbon emissions. Together with co-workers on the ground, they implemented a range of initiatives including a trial project to power off demo servers on the weekends in Singapore and office surveys to identify and address heating- and cooling-based energy loss. They also optimized light usage and conducted awareness sessions to encourage co-workers to be more conscious of the resources they use.

Biodiversity

As a company that relies on earth's natural resources and minerals to create the products that power the technology ecosystem, we value and work to protect those resources through multiple initiatives. The stakes could not be greater; with strong biodiversity comes the potential for discoveries that could improve life for all, including supporting medical advancement, an abundant food supply and even responding to climate change.[14]

We also believe in taking action to support biodiversity. This year, TD SYNNEX engaged co-workers in our first-ever Earth Month, hosting a variety of activities such as fireside chats with our partners Treedom and Human-I-T. We began partnering with Treedom to plant a tree for each of our full-time co-workers in FY2022. One year later, we've grown our TD SYNNEX Forest to include more than 33,000 trees of several varieties. These trees are planted in agroforestry systems that support the livelihood of farmers as well as biodiversity.

Growing Our Impact With Treedom

Over 8K
Metric tons of CO_2e absorbed by the TD SYNNEX Forest

3
Countries directly impacted

Over 33K
Trees planted to date

~2K
Farmers engaged



[14] Environmental Protection Agency

Education and Thought Leadership

We aspire to see environmental progress take hold not only at TD SYNNEX but throughout the IT channel. Based on our areas of expertise — and the lessons we're learning as we advance our sustainability journey — we have an opportunity to help others achieve their own sustainability goals.

In FY2022, we introduced our industry-leading badge training program to provide our co-workers, vendors, customers, partners and other IT leaders with critical information about sustainable practices. We resumed the program in FY2023 and expanded it to include a third module on Carbon, in addition to the two existing modules on Sustainability Essentials and Circular Economy. We continue to see greater participation and completion of the modules and look forward to continued growth as we add additional topics.



Through 2023, we've issued:

over

700

sustainability badges to channel partners and co-workers

With our SBTi goals of getting 90% of our suppliers and 58% of our customers started on their own science-based targets setting journey by 2028, we are working to further develop our education and thought leadership pillar. Furthermore, this deepens our passion and efforts to drive sustainability in the IT Channel and build a more sustainably conscious supply chain overall.

Helping Our Partners Qualify as Cisco Sustainability Specialists

Cisco's Environmental Sustainability Specialization equips companies to support their customers' life-cycle management process and deliver services tailored to their individual needs. After achieving this accreditation across our European footprint in early 2023, we went on to launch our own course for accreditation in March. Since then, we've helped more than 20 partners become Cisco-approved sustainability specialists in the U.K.

Qualified partners can take advantage of the Cisco Refresh program to offer certified re-manufactured Cisco products, often at a reduced price. Partners can also use Cisco solutions to enable smart buildings, gather data and unlock further efficiency improvements.

> "By giving our partners the opportunity to attain this accreditation, we're enabling them to provide their customers with informed and intelligent advice on sustainability choices on Cisco technologies."
>
> Jon Sawdon, Business Unit Director, Cisco and Enterprise Networking, TD SYNNEX U.K.

Social Responsibility

We talk a lot about the IT ecosystem, and that might conjure up images of devices with glowing screens. But technology is also about people and the ways we connect. We believe in the power of people at TD SYNNEX, and we invest in our co-workers and communities to help them thrive. Our culture is strengthened by our differences, oriented toward a common purpose and built on the idea that when we care for one another, we all win.



Activating Our Strategy in FY2023

Launched our new LEAD program to promote leadership development

Achieved our goal to double co-worker participation in our BRGs two years ahead of schedule

Launched a dynamic new volunteer platform, to create a central source of real-time data on co-workers' volunteer activities around the world

Made our largest contribution of devices to date to our community partner, Human-I-T

Empowering People to Be at Their Best

Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow.

In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. Two years into our merger, we continued to align workplace practices across our legacy companies. For example, by implementing a unified process for global succession planning, we can ensure a smooth transition from a co-worker's first day on the job until their last.

Tuning in to the Insights of Our Co-Workers

Our employees have powerful insights, so we regularly invite them to share what's working well in our workplace and how we can improve. Each year, we conduct our Your Voice Matters employee engagement survey, which includes more than 50 questions covering a broad range of topics. We completed our most recent survey in the fall of 2023 with a global participation rate of 77%. We also received an overall engagement score of 74, which compares favorably to other tech companies and broader industries. In addition to our annual survey, we use pulse surveys to engage our co-workers on targeted topics.

Promoting Professional Growth

Whether they're overseeing an entire department or serving as a member of a small team, we believe that every co-worker has the potential to lead. In recent engagement surveys, co-workers have let us know that they're eager for opportunities for professional growth. With that in mind, we invested in the following training and leadership development initiatives in FY2023.



TD SYNNEX Continues to Be a Great Place to Work

For the second year in a row, TD SYNNEX was proud to be Certified™ as a Great Place to Work® in 10 countries in 2023. This prestigious award is based on a survey of our co-workers' experiences. In the U.S., more than 74% said TD SYNNEX was a great place to work, compared to 57% of employees at the average U.S. company.



Investing in Training for High-Growth Areas

In the tech industry, new topics and technologies are constantly taking shape, from the latest developments in large-scale cloud platforms to new considerations regarding artificial intelligence (AI). For co-workers from across our enterprise — especially in high-growth areas, such as sales — we're expanding resources to build knowledge around these emerging topics. We currently offer more than 10,000 courses and multiple certifications.

Unlocking New Opportunities to Lead

One of our major accomplishments of FY2023 was rolling out our new LEAD program, which stands for Leading for Empowerment, Accountability and Development. The program supports professional growth for co-workers of all levels and stands to boost our culture and performance. LEAD is focused on enabling co-workers to develop behaviors that are aligned with our Servant Leadership in Action model. Using a tiered approach, we began by rolling the program out to those at the level of vice president and above. We will continue administering LEAD to all directors, supervisors and managers, with an aim to have participants complete all three modules over the next two years. We also offer a self-paced learning component to all individual contributors. As of March 2024, approximately 90% of managers and above completed at least one LEAD module.

Promoting More Productive Coaching With Career Flow

As we strive to build a strong leadership culture, we're finding ways to improve the coaching experience. Our new Career Flow program provides resources to help our teams bring development into focus. Career Flow includes a library of resources — such as e-learnings, manager guides and a development catalog — that managers and co-workers can use to structure their conversations during quarterly touchpoints. The goal is to help co-workers consider what avenues they'd like to seek in their careers and plan their pathways forward.

Maintaining a Safe Workplace

Workplace safety is a fundamental element of our co-workers' well-being and our commitment to creating an environment where they can deliver great results.

We regularly review our safety practices, tracking incidents and near misses to understand the root cause of safety issues and how we can prevent them throughout our organization. In addition, we have set structures and responsibilities, targeted goals and objectives, and detailed logs we report. Our required safety training covers our standard for reporting safety incidents. We also provide safety courses that are tailored to our co-workers' various roles. In FY2023, we focused on unifying our approach, creating a formal Health & Safety policy and shifting to a single vendor for all safety data sheets in the majority of our regions.

We aspire to a goal of zero accidents and injuries and work diligently to identify and mitigate potential risks. These risks vary across our workplace settings and geographical locations, which include offices, logistics centers and warehouses. In each, we follow all jurisdictional requirements including federal and local levels. Our facilities in France and Germany hold ISO 45001 certifications for managing occupational health and safety risk and performance. In the U.S., we align our practices with the guidance of Occupational Safety and Health Administration (OSHA) standards. We also comply with state-specific safety standards and have established internal requirements, which tend to exceed those outlined by OSHA. For example, we adhere to California's Injury Illness Prevention Program — not only in California but across the U.S. — which establishes best practices for identifying hazards and taking corrective and preventive actions.

Supporting a Broader Sense of Well-Being

We take a genuine interest in our co-workers' physical, mental, financial and social well-being. In recent surveys, this is an area where our co-workers have asked for extra support. We're providing that support through our Life Empowerment Assistance Program (LEAP) offering, which helps our co-workers find balance and navigate challenges in their work and personal lives. It's available for crisis situations and to address the emotional, practical and physical needs of our co-workers and those with whom they are close.

Our core well-being features include work-life consultations and up to six sessions each focused on counselling, life coaching and mindfulness. We offer hybrid work schedules when feasible, depending on job function, allowing co-workers the flexibility to balance working remotely and on-site. We've also introduced Global Well-Being Champions who support well-being across our regions and sites. In FY2023, we moved to a new third-party wellness provider that better aligns with our global, inclusive approach and allowed us to expand our wellness offerings. Additionally, our comprehensive benefits program now includes several voluntary offerings such as auto and home insurance; hospital indemnity; critical illness coverage; identity protection and more.



It Takes a Team: What Well-Being Looks Like at TD SYNNEX Mexico

Our co-workers at TD SYNNEX Mexico invest in programs to build emotional intelligence, confidence and skills — with initiatives that span from the office to the field. In FY2023, they hosted a soccer tournament for more than 100 co-workers, customers and business partners that enabled players to network, bond and exercise while releasing stress. The region also promoted Suicide Prevention Month to raise awareness for mental health, and leaders hosted quarterly conferences focused on accountability and improving co-workers' quality of life. These events build on a successful mentorship program and a new Great Place to Work® course aimed at making participants more aware of their contribution to the company's results.

Creating a Culture Where Everyone Feels Connected

Our teams are strongest when they bring together co-workers with diverse backgrounds, perspectives and expertise.

We believe our differences and our common purpose make us who we are. In seeking to understand one another, we treat our colleagues with dignity by showing respect. We also empower ourselves to learn, evolve and help our partners achieve great results.

This perspective underpins our commitment to diversity, equity and inclusion (DEI), which we furthered with initiatives around the globe in FY2023. For example, our LAC region created its own DEI Council and our APJ region hosted events around cultural diversity, inclusive language, International Women's Day and Pride. We also increased the reach and participation of our BRGs. These efforts are part of our enterprise DEI strategy, which is overseen by our central DEI team and supported by leaders and co-workers worldwide.



Company

We prioritize accountability and aim to see that resources, processes and measurements are in place to support our commitments so that co-workers clearly understand their roles.



Culture

We know our differences make the difference. We value, respect and celebrate our diversity. Through our councils, BRGs and co-workers, we create opportunities to educate, celebrate and recognize our diverse co-worker communities and our inclusive culture.



Community

We emphasize corporate citizenship to engage and uplift our local communities and we leverage our position to help build a diverse and robust IT ecosystem.

Increasing Representation in Our Global Workforce

Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes underrepresented candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been from underrepresented groups.

This year, we began a partnership with workplace equity specialists, establishing pay equity methodology and a global analysis that lead to piloting a new pay equity tool that brings data into our hiring decision process. We have also extended our online compensation training to all people managers and embedded it into the new manager onboarding process. Looking forward, we plan to pursue Fair Pay Workplace certification and continue our effort to be an inclusive, equitable employer to all current and potential employees.

Additionally, we've created a new dashboard to make our workplace demographic data more accessible to our company's leadership so they can better understand how we're progressing toward our goals. We also reimagined our external hiring platform from the ground up — creating a new career site that features our commitment to DEI and information about our growing network of BRGs.

[15] Excludes Hyve Technologies co-workers.

Social Commitment	Actions and Progress
Increase the representation of underrepresented groups in our workforce by 2025	• Launched a global inclusive recruitment commitment • Created a new dashboard to make our workplace demographic data more accessible to leadership • Reimagined our career site to support inclusive recruitment
Increase the representation of people who identify as women to 50% of our workforce by 2030	• Publication of gender metrics for transparency and tracking • Performed a Diversity Talent Review • Global expansion of women-focused BRG Elevate • Expansion of female mentoring programs in North America, Europe, APJ • Increased representation of people who identify as women from 27% to 28% in leadership roles year-over-year[15] • Launched LEAD program to support professional growth for co-workers • Established Career Flow resource to help co-workers plan their careers • Increased representation of people who identify as women from 42% to 43% of our workforce
Increase the representation of people who identify as women to 40% of our leadership roles by 2030	

Celebrating Women in the Channel

In FY2023, CRN®, a brand of The Channel Company, recognized 19 TD SYNNEX leaders on its annual Women of the Channel list. The list celebrates women from vendor, distributor and solution provider organizations whose expertise and vision are leaving a noticeable and commendable mark. Two of our leaders were also named to the Power 100 list, which spotlights female executives whose insight and influence are helping to drive channel success.

Embracing Representation in Our Partnerships

North Carolina-based coffee shop and roastery, 321 Coffee is staffed by individuals with intellectual and developmental disabilities, providing them a chance to flourish and grow. We were honored to host their CEO and a barista at our annual TD SYNNEX Inspire conference, where we presented them a $5,000 donation, which was then matched by Lenovo. TD SYNNEX partners were then treated to a behind-the-scenes look at 321, where they learned about the roasting process, saw the equipment that helps create an accessible and independent workplace and observed the many sustainable practices 321 has embedded into their operations.



Supporting Inclusion Through Our BRGs

Our BRGs, Business Resource Groups, are co-worker led communities centered around underrepresented affinities and identities. They support workplace inclusion while empowering our colleagues to connect, learn and lead. In FY2023, we doubled co-worker participation with BRG channels in The Current, our internal communications platform, therefore achieving our 2025 goal.

Social Commitment	Actions and Progress
By 2025	
Double co-worker participation in our BRGs	Exceeded by more than doubling participation in FY2023

Several BRGs, such as Elevate and Spectrum, increased their number of chapters, with Spectrum coordinating events to celebrate Pride month with co-workers around the globe. Throughout our U.S. logistic centers, we saw strong participation with Patriots, dedicated to the military community, and other BRGs. Similarly, we saw significant growth in Europe, where we recently launched Limitless, a disability and neurodiversity focused BRG that we plan to expand to the U.S. in FY2024. To further integrate our BRGs with our company, we asked each of them to define a roadmap in FY2023 that aligns with our DEI strategy pillars. Moving forward, we aim to increase executive engagement in BRG- and DEI-focused events and to continue expanding our BRG network worldwide.

Advocating for Ecosystem-Wide Change

As we cultivate a diverse, equitable and inclusive culture within TD SYNNEX, we're also working to enact broader change. In FY2023, we created a workstream through our North American Diversity and Inclusion Council that is dedicated to advancing DEI throughout the IT ecosystem. The workstream includes a new Diversity Alliance program that enables us to identify which of our resellers, customers and service providers are certified minority-owned businesses. The program is also designed as a forum in which we can share insights, policies and practices to help our partners expand their capabilities and capacity.

These efforts build on our enterprise Supplier Diversity program, which aims to increase direct and indirect spending with diverse businesses, including those owned by minorities, veterans, people with disabilities, LGBTQ+ individuals and women. We leverage a diverse supplier spend database to track our spending with diverse suppliers and identify opportunities to grow our spending in this regard.

Social Commitment	Actions and Progress
Increase the diversity of our partner ecosystem	• Created a diversity partner workstream as part of our DEI Council priorities • In the U.S., included DEI in our Vendor Summit and Inspire 2023 event and VisualSolv Executive agendas • Expanded our Diversity Alliance Program • Recorded non-trade spend with minority owned businesses

Our Expanding Network of BRGs

- **Elevate** - Dedicated to attracting, retaining and advancing women
- **Embrace** - Dedicated to recognizing and celebrating all cultures and ethnicities represented in UK&I
- **Patriots** - Dedicated to recruiting and supporting military veterans, active service personnel and military family members
- **Spectrum** - Dedicated to recognizing, advancing and supporting LGBTQ+ co-workers
- **Beacon** - Dedicated to recognizing, empowering and advancing Black co-workers
- **Fuerza** - Dedicated to empowering, developing and celebrating Hispanic and Latinx co-workers
- **Rise** - Dedicated to celebrating, supporting and advancing Asian and Pacific Islander co-workers
- **Limitless** - Dedicated to supporting an environment that welcomes, celebrates and nurtures those with differences and disabilities

Engaging Our Local Communities



TD SYNNEX

We have the power to do good in the world — not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need.

Co-workers can get involved through our Volunteer Ambassador Network (VAN) and by requesting funding for organizations that align with our pillars through our Charitable Giving programs.

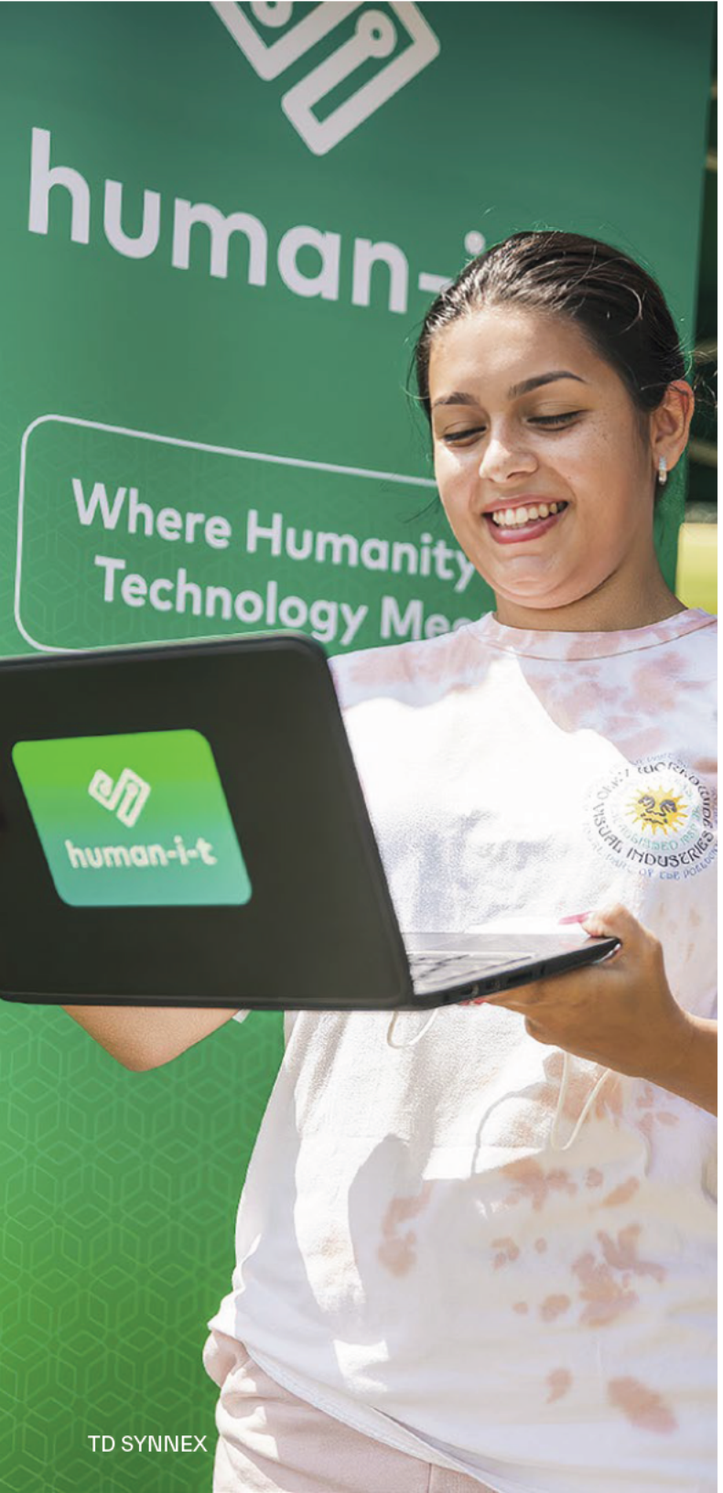
In FY2023, we continued to grow our impact through community partnerships and three signature events: our Volunteer Month in December, our Next Meal campaign in July, and our annual Share the Magic campaign in North America. We also launched a new volunteer platform to better track our co-workers' efforts.

Our Community Relations Pillars

1. We're bridging the **digital divide** by increasing access to digital technologies and literacy programs.
2. We support organizations that are focused on providing **children** with tools and resources today that will help them have a better tomorrow.
3. We recognize that **wellness** looks different for everyone — yet it's critical to living a more balanced life.

Giving the Gift of Time With Volunteer Month

Each December, TD SYNNEX co-workers are encouraged to give the gift of time by volunteering in their community. In December of 2023, we achieved 470 hours of collective volunteerism with 15 nonprofit organizations.



TD SYNNEX

Bridging the Digital Divide

We believe that anyone can do great things with technology — but first, they need access. At TD SYNNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. In October 2023, we held our Digital Inclusion Week, an annual week of awareness, recognition, and celebration around digital inclusion work, highlighted by a co-worker technology donation drive. One of our ongoing partners, Human-I-T, is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while diverting technology from landfills. These tools and services ensure everyone has the opportunity to use technology to live, learn, work and thrive. Since 2020, we've donated over $202,000 to support Human-I-T's social and environmental efforts, and in FY2023, we made our largest contribution of devices to date. We also launched a new program, in which we donate pre-owned TD SYNNEX Renew products to qualifying community partners. Already, we've leveraged the program to donate virtual reality equipment and HP notebooks and printers to schools and other organizations serving students in Florida and Illinois.

Social Commitment	Actions and Progress
Help bridge the digital divide by providing devices, digital skills, training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human-I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people	Achieved by equipping thousands of households with digital connectivity, including assisting ~95,033 households in signing up for free or low-cost internet and distributing more than 119,000 refurbished computing devices to deserving communities

> "In an era where access to technology equates to opportunity, TD SYNNEX'S alliance with Human-I-T is a driving force in democratizing digital access across North America. This initiative has a direct, life-changing impact on diverse groups including students, veterans, caretakers, and jobseekers, supporting them as they chase their dreams and aspirations."

Gabe Middleton, Chief Executive Officer, Human-I-T



Teaming Up to Empower Learning

TD SYNNEX has a longstanding partnership with the Tampa Bay Rays, working together to make a positive impact on the Tampa/St. Pete area in Florida. During the month of September, we partnered on a number of initiatives to give back to the community, including a food drive that created 10,000 meals for families and individuals facing food insecurity. Later that month, TD SYNNEX and Rays co-workers teamed up with United Way Suncoast to help with a renovation project for Learning Empowered, a local nonprofit using education as a basis to address unmet needs of the community.

The Rays partnership also consists of a Double Play Program in which TD SYNNEX will donate $250 for each Tampa Bay Rays home game opening defense double play during the season. This year, the nearly $20,000 total from the Double Play Program benefitted Youth Development Initiative (YDI), a local nonprofit in Clearwater, Florida, dedicated to fostering and supporting the success of minority youth. This organization came to our attention through the advocacy and engagement of one of our TD SYNNEX co-workers, whose volunteering, personal donations and matching gifts from TD SYNNEX have helped fund college tours, scholarships and educational STREAM (Science, Technology, Reading, Engineering, Arts and Math) workshops.

Helping Children Achieve a Better Tomorrow

We believe that unlocking potential for all starts early and never truly ends. With this in mind, we support programs that provide children with the tools and resources they need to succeed. The focal point of our fundraising efforts is our Share the Magic program. Over the past 13 years, we've raised more than $25 million for 16 beneficiaries throughout North America, including organizations such as the Children's Dream Fund and A Child's Haven, which helps children with developmental delays. In FY2023, we expanded the program from seven to eight chapters, with the inclusion of our Clearwater co-headquarters. In total, our teams raised more than $4 million to support more than a dozen organizations throughout Canada and the U.S.

Cultivating the Literacy Skills to Explore New Worlds

When school-aged kids strengthen their literacy skills, they unlock new stories, new confidence and limitless potential. TD SYNNEX is proud to be a founding donor of New Worlds Reading, an initiative of the University of Florida that empowers families to help their children develop reading skills through access to free books and reading activities. By the close of the 2022-23 school year, nearly 200,000 students had enrolled, with New Worlds Reading sending them a total of four million books. In the coming year, the initiative will expand to serve students in voluntary pre-kindergarten, helping students discover a love of reading even earlier.

Beautifying Community Spaces

Our TD SYNNEX co-workers volunteer their time to amplify the impact for our partner organizations, bringing their own skills and interests to bear. This year, our corporate communications team volunteered at Learning Empowered, spending the day painting a mural on the building, beautifying the space for community members and learners.





Promoting Health and Wellness

We believe health and wellness are essential for our communities to thrive. Unfortunately, many people currently struggle to meet their nutritional needs. According to the World Food Programme, more than 333 million people faced acute levels of food insecurity in 2023. To help combat this issue, we encourage co-workers to work with local organizations that focus on food security during our Next Meal campaign each July. Co-workers can get involved by donating items to food drives and by volunteering with organizations to raise awareness and help distribute meals.

For our second-annual campaign in FY2023, we expanded our efforts beyond the U.S., with sites from Mexico to Singapore getting involved. We also coordinated with our Well-Being team to provide our co-workers with internal resources aimed at helping them live — and eat — well. For example, we held smoothie events in the U.S., hosted a budget workshop and asked co-workers to share healthy, affordable recipes with their peers. Outside of Next Meal, we partnered with the American Red Cross and UNICEF to assist global communities with disaster relief. In total, we provided more than $70,000 to support communities recovering from wildfires, earthquakes, storms, conflicts and other emergencies.

Harnessing the Power of Grassroots Action

When our co-workers invest time into causes that they care about, they help us build a more caring and connected culture. Through our VAN, we've mobilized co-workers to spread their positive impact far and wide. We also launched a new volunteer platform that is available to co-workers companywide, which enables them to identify local volunteer opportunities and consistently track their hours. This will provide TD SYNNEX with centralized, real-time data on the volunteer activities of our co-workers around the world.

Our Second Annual Next Meal Campaign

TD SYNNEX's Next Meal campaign is a month dedicated to addressing food insecurity in communities. This year, the Next Meal campaign activated co-workers across the company to collect or sort over 8,000 pounds of food and package 1,000 meals with local organizations.

Feeding the Community, One Meal at a Time

Africa Sullivan has spent more than two decades working to address senior isolation and hunger with Meals on Wheels, serving at both the Greenwood and Greenville, South Carolina, chapters. During TD SYNNEX's second annual Next Meal campaign in FY2023, a month dedicated to addressing food insecurity, Africa planned a volunteer event with Meals on Wheels for her Greenville-based colleagues. Because of Africa's dedication and passion, TD SYNNEX has made a donation to support this program. Through all of her efforts, Africa has been able to truly make an impact on a cause close to her heart.

> "I want to show how I can support my community. Volunteering gives me a sense of pride and identity."
>
> Africa Sullivan, project manager at TD SYNNEX

500

Transforming Communities Worldwide



California
In FY2023, Share the Magic Bay Area fundraised $190,109 for the Make-A-Wish Foundation. During the Next Meal Campaign, co-workers in Fremont, California, sorted 3,900 pounds of food for Second Harvest of Silicon Valley.

Colorado
In FY2023, Share the Magic Colorado fundraised $94,417 for the Children's Hospital Colorado Foundation and Hope for the Warriors. During the Next Meal Campaign, co-workers in Colorado collected 475 pounds of food for Community Table.

Illinois
Raised funds for Childhood Leukemia Warriors Foundation, Clearbook, the Fox Valley Special Recreation Association and Little Friends during Share the Magic.

Arizona
Raised funds for House of Refuge and Special Olympics during Share the Magic and collected and delivered food and clothing donations to House of Refuge during Next Meal.

South Carolina
Mobilized the Greenville VAN to pack and distribute 1,600 meals via Meals on Wheels, volunteer with Greer Relief and the Greer Soup Kitchen and hold a food drive for Harvest of Hope. Also raised funds for A Child's Haven, Clements Kindness, Make-A-Wish Foundation and Pendleton Place during Share the Magic.

Florida
Mobilized the Clearwater VAN to package hurricane prep kits and teacher appreciation kits with United Way, sort food donations at Hope Villages, organize blood drives with OneBlood, and complete a beach clean up with Keeping Pinellas Beautiful.

Mexico
Collected and delivered food donations to Casa Hogar Margarita during Next Meal.

Italy
Volunteers joined children at youth education center Villa Morello, in the city of Lecce, for a fun day focused on learning about the natural environment. This included a treasure hunt and presentations using recycled and organic materials. A donation was also made for summer camps and winter activity registration for families in need.

India
Mobilized the India VAN to complete a Heritage site clean-up of Mahuli Fort in Thane, organize a blood drive with health organizations across India, and collected school supplies for donation to 190 students.

Singapore
Helped prep, pack and distribute meals for Willing Hearts during Next Meal.

Brazil
Supported three non-governmental organizations working to bring education and sports to low-income children, bring sustainable lighting to communities without electricity and provide education and training to help those from low-income communities enter the job market. Also donated warm meals and coats to SP Invisivel during Next Meal.

Corporate Governance

Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. We're also dedicated to safeguarding information and providing leadership to help our company succeed and maintain our stakeholders' trust.



Activating Our Strategy in FY2023

Strengthened our leadership team by adding two new Board members with significant industry expertise

Launched our Global Human Rights Policy, underscoring our commitment to ethical business practices, respect for human rights and responsible sourcing

Further harmonized our cybersecurity controls to ensure effective, consistent processes across all facets of the business

Initiated the process of self-certification to adhere to the new EU-U.S. Data Privacy Framework Principles

Putting Servant Leadership Into Practice

We hold true to our shared values through our Servant Leadership in Action behaviors, which help us build a positive company culture.

We strive to embody these behaviors across TD SYNNEX and expect everyone to exemplify them — whether they're a co-worker, a manager or a senior leader. We further ingrain these behaviors by integrating them into our onboarding process, which is completed by every new co-worker companywide.

Our Servant Leadership In Action

Positivity

Attitude is everything.

Teamwork

Connection builds trust.



Empowerment

Help others thrive.

Partners

Success is paramount.

Clarity

Make the complex simple.

Guided by Our Executive Leadership Team and Board

From the very top of our organization, our Executive Leadership Team and Board of Directors model our Servant Leadership Behaviors. They provide strong corporate governance based on best practices, local requirements and the needs of our co-workers, customers, vendors and other stakeholders worldwide. Our Governance Guidelines define our Board and senior leadership roles with regard to Board composition and leadership, operations, committees, management and other governance topics.

In FY2023, we expanded our Board from 11 to 13 members. Our new Board members include Kathy Crusco, an experienced chief financial officer with a background in software and unified communications, and Claude Pumilia, a seasoned leader in software and data services companies. Both bring industry expertise and strategic insights that support TD SYNNEX's mission of connecting the global IT ecosystem.

Providing ESG and Business Oversight

Our Board serves as a well-advised steward for our shareholders and receives regular updates about our Corporate Citizenship program.

The Board has three core committees, each of which guides our ESG and business progress in critical ways.

We also have a Corporate Citizenship Steering Committee — composed of a cross-functional group of senior leaders — to help us drive our ESG efforts forward. At the regional and global levels, we maintain Compliance committees to ensure key executive leaders at TD SYNNEX, including the CEO, are aware of current reporting trends and the resolution or status of investigations and ethics matters. We provide metrics and qualitative details to these internal governing bodies on a quarterly basis. We have also expanded the role of our Internal Audit function in ensuring the accuracy of our external reporting.

TD SYNNEX's Executive DEI Council, comprised of the top leaders in the organization including our Executive Leadership Team (ELT), works to review and analyze DEI metrics, provide governance over global DEI strategy and promote inclusive practices throughout the organization.

Director Compensation and Benefit Program

We review compensation for our non-executive directors each year. Our compensation and benefit program for this group is based on the principles that director compensation should:

- Fairly pay directors for work required of directors serving an entity of our size and scope.
- Align directors' interests with the long-term interests of our stockholders.
- Be structured in a way that is transparent and easy for stockholders to understand.

Our Governance Structure at a Glance

Board of Directors

- Fiduciary duty to shareholders
- Reviews corporate citizenship updates
- Reviews and oversees ESG policies and practices
- Ensures high governance standards
- Oversees IT security and data privacy controls

Nominating and Corporate Governance Committee

- Composed solely of independent directors
- Assists the Board in the development and implementation of ESG policies and practices
- Provides ESG oversight

Audit Committee

- Ensures integrity of financial statements
- Oversees disclosure and internal controls
- Ensures compliance with legal and regulatory requirements
- Evaluates independent auditor qualifications, independence and performance

Compensation Committee

- Reviews, administers, and approves equity-based compensation for our officers and co-workers
- Reviews the development and implementation of our human capital management strategies, practices and risks

Safeguarding Privacy and Data

We take our responsibility to secure our systems seriously. To do so, we continuously enhance our security measures while emphasizing the importance of security awareness among our teams.

We administer regular co-worker training to support adherence to our privacy, cybersecurity and IT-use policies. The company maintains strict IT standards for data confidentiality and accessibility. Our policy mandates the use of approved systems for company business and prohibits any unethical activities on company networks. We follow cybersecurity best practices and international standards and leverage sophisticated technology to protect our company and partners. The company's IT security and data privacy controls are overseen at the Board level.

Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action.

In FY2023, we completed the harmonization of our cybersecurity controls, elevating all operations to top-level controls and processes, including preventive, detective and incident controls. To further bolster our defenses, we invested in a new, automated platform to proactively track, understand and mitigate cybersecurity risks — both internally and within our supply chain. The platform enables cross-functional sharing of signals and threat intelligence with our security, data privacy, ethics and compliance business lines. We also use it to monitor and assess third parties with whom we do business or share data.

At TD SYNNEX, we value intellectual property (IP). We know there are threats to IP in an increasingly global marketplace, and we work closely with our vendor partners to ensure the overall health of the IT channel.

One of the ways we do this is through our partnerships, including the Alliance for Gray Market and Counterfeit Abatement (AGMA), which brings together some of the most innovative technology companies in the world to share best practices for mitigating global intellectual property risks. We are the only IT distributor with AGMA membership, and we are currently serving as a member of the AGMA Board.

In October 2023, we received a one-year approval to self-certify compliance with the new EU-U.S. Data Privacy Framework Principles, which allows us to engage in cross-border transfers of personal data while ensuring compliance with EU law.



Deepening Our Culture of Ethics and Compliance

We are steadfast in our commitment to ethical leadership, conduct and compliance — principles that form the bedrock of our operations.

Within our framework of corporate governance, we have established a comprehensive Ethics and Compliance (E&C) program to engage co-workers in creating a culture of integrity at every level. We have also established an Ethics Advisor Network to support the global E&C team. Leaders nominate co-workers as Ethics Advisors to champion TD SYNNEX's shared principles and core values across our sites. Ethics Advisors provide a direct and confidential way for our co-workers to report ethical concerns. They also facilitate ethics and compliance awareness efforts and promote related training.

To ensure continued progress in our emphasis on ethical behavior, we have set ethics and compliance goals, including:

- Delivering an average of two hours of required online compliance training each year per co-worker, covering 8-12 key topics depending on their role.
- Reaching 98% of the required audience for every training campaign, including E&C training.

Our TD SYNNEX Code of Conduct establishes and communicates our core expectations and principles regarding ethical business conduct and serves as a foundation to guide us as a single, unified team. Our public filings also serve as a resource where any material corruption incidents or breaches would be disclosed.

In FY2023, we rolled out e-learnings on Code of Conduct topics such as anti-trust and competition law and conducted live, interactive versions of these trainings during global site visits. Our visits included sites in Latin America, Eastern Europe and Asia Pacific, where we emphasized the importance of speaking up about potential conflicts. We aim to conduct further on-site training across the majority of our locations over the course of the next several years. We also delivered online, interactive training in 17 languages on topics including Code of Conduct and Conflict of Interest Attestation, Fighting Bribery and Corruption, Managing Third Party Bribery and Corruption Risk, Antitrust and Competition Law, Data Privacy, Cybersecurity, Anti-Harassment and Anti-Discrimination, and Business Email Compromise. In all, co-workers completed over 49,613 required trainings in our Learning Management System.

Achieved a

99.8%

completion rate for our global Code of Conduct training in FY2023

Another key achievement in FY2023 was the publication of our Global Human Rights Policy. The policy establishes clear guidelines and expectations for our partners to conduct business activities in accordance with all applicable laws, regulations and internationally recognized human rights principles. It also outlines our expectation for business partners to provide documentation demonstrating their compliance. In FY2024, we plan to conduct inquiries to understand our business partners' current practices and further socialize the policy.

Risk Assessment and Management

TD SYNNEX has developed a comprehensive global approach for legal and compliance risk assessments and reviews. The assessment is conducted bi-annually and focuses on specific legal and compliance risks. It aligns with our annual strategic Enterprise Risk Management framework, ensuring consistency in methodology and metrics. Our approach is quantitatively and qualitatively driven, using various data points from financial and case reporting to surveys and interviews capturing input from key risk owners and leadership.

The legal and compliance risk assessment is conducted in collaboration with internal subject matter experts from various risk areas to provide appropriate coverage. We also conduct local country risk assessments during on-site visits, based on local regulations and focusing on specific areas. Identified risks are addressed with relevant controls and processes to support maintaining our standards and value of integrity.

Countering Bribery and Corruption

We are committed to acting professionally, fairly, and with integrity in all our business dealings and relationships. One important aspect of this commitment is implementing and enforcing effective systems to counter bribery and corruption. We strive to know our partners well and employ due diligence processes on relevant third parties to reduce the risk of our funds being used in bribery, corruption or fraud schemes. We have a global risk-based approach to determine appropriate levels of due diligence as part of third-party onboarding processes, including ongoing monitoring. Depending on the risk profile, our third-party vetting procedures may include due diligence questionnaires, database integrity screening and enhanced background checks. After initial due diligence is performed, our active relationships are monitored on an ongoing basis.

Management and Shipping of Dangerous Goods

When TD SYNNEX needs to transport items that are classified as dangerous goods (DG), such as battery-powered devices, lithium batteries, etc., we not only ensure compliance with DG regulations, we go above and beyond those requirements.

In addition to proactive review and classification of items and ensuring appropriate storage and packing thresholds, we also deliver training focused on hazardous materials (HAZMAT) annually to any co-worker handling DGs, furnish all sites with security plans and report annually on the program. We have averaged 4,000 of these annual trainings, while exceeding regulatory requirements, identifying personnel responsibilities, awareness raising and teaching occurrence notification standards. Through intentional preparation and attention, we work to ensure that our products are shipped safely in alignment with all compliance requirements.

Hyve Solutions Membership in the Responsible Business Alliance (RBA)

In addition to deploying TD SYNNEX's Code of Conduct and related e-training across its global operations, Hyve Solutions, our wholly owned subsidiary, is also responsible for implementing the RBA (Responsible Business Alliance) Code of Conduct in its global operations; and deploying the RBA's Code to its global suppliers.

Hyve Solutions was accepted as an Affiliate Member of the RBA in September 2021, then was upgraded to a Regular Member in January 2022. The RBA represents a coalition of more than 230 companies driving sustainable value for workers, the environment and business in their own operations and throughout the thousands of RBA members' suppliers facilities in the global supply chain.

Details concerning the RBA and its mission, members, Code of Conduct and programs are available at: Responsible Business Alliance.



Expanding Education and Engagement

Our co-workers are our first line of defense for identifying and avoiding potential ethics and compliance issues. We provide training and resources to empower them to make responsible decisions and encourage them to speak up if they have concerns. In FY2023, we launched an adaptive training course on ethics and compliance topics that is tailored to each co-worker's unique role. The course is customized based on individual risk profiles and needs, maximizing its relevancy for each user. For our ongoing Code of Conduct course, we plan to institute a post-survey communication to gather opinions on the ethical culture at TD SYNNEX and the quality of our required training from co-workers.

Building Out Our Expansive Policy Library

TD SYNNEX offers a robust policy library of ethics and compliance resources, which we continued to enhance in FY2023. We translated 37 toolkits and 33 videos into 17 languages to improve accessibility and provide localized guidance for diverse business scenarios. We further promote education and reporting of these matters through other channels and resources, including:

TD SYNNEX Ethics Line: Offers a 24/7, year-round channel to report any conduct that doesn't align with our Code of Conduct.

Real Tales of Ethics and Compliance video series: Illustrates and clarifies the repercussions of actual compliance issues to a global internal audience.

30 Seconds with Ethics and Compliance video series: Spotlights important insights and key takeaways on relevant ethics and compliance subjects.

Ethics and Compliance toolkits: Deliver concise guidance and actionable steps for specific scenarios in easily digestible formats.

Policy Pathway modules: Utilize technology tools to efficiently provide digital responses to compliance-related queries for our colleagues.

Supplier Integrity Principles: Establish clear expectations for suppliers and partners on supply chain human rights, anti-competitive behavior, anti-bribery, corruption and governance.



Enabling Our Speak Up Culture

TD SYNNEX expects our co-workers and business partners to speak up when they have concerns about illegal behavior or misconduct in our workplace. In FY2023, we released our Speak Up and Non-Retaliation policy, which lays out our expectation that co-workers and business partners will report concerns, and that retaliation will not be tolerated. We want to ensure that all co-workers understand our policies and have available channels to raise questions and concerns at any time. We comply with whistleblower laws everywhere we do business, and we strive to maintain a speak up culture where everyone is empowered to be ethical leaders. We have multiple reporting channels to make speaking up easy and protect the identity of the reporter when speaking up. We investigate reports independently and objectively, acting when needed to stop misconduct and prevent future incidents.

We also rolled out a global outreach plan featuring an animated video encouraging co-workers to voice their ethical concerns. This initiative debunks common myths that might deter co-workers from speaking up, while emphasizing their protection from retaliation. To create an inclusive experience, we packaged the video into a presentation with discussion questions that we translated into 17 languages. We have tracked the video's content delivery data to monitor its global adoption, allowing us to identify and support locations with lower engagement.

Responsible Artificial Intelligence (AI)

TD SYNNEX supports the beneficial use of AI within the context of our business operations, provided users act with careful consideration to ensure ethical practices, data security, and compliance with company policies and applicable laws. Because AI technologies — as well as relevant regulations — are under rapid development, we are monitoring and continue to provide guidance and updates as appropriate. Many of our company policies, such as the Data Classification & Handling and Cybersecurity and Acceptable Use policies, already provide important guidance to co-workers when using any type of third-party application.

Ethics Advisor Network

Our Ethics Advisor Network is an extension of our Ethics and Compliance program. Leaders nominate co-workers as Ethics Advisors to support the global Ethics and Compliance team and champion TD SYNNEX's shared principles and core values across our sites. Ethics Advisors also provide a direct and confidential way for co-workers to speak up about ethical concerns while promoting ethics and compliance training and facilitating awareness efforts.

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About This Report

This report details TD SYNNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

Safe Harbor Statement

Statements in this report regarding TD SYNNEX Corporation that are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements may be identified by terms such as believe, expect, may, will, provide, could and should and the negative of these terms or other similar expressions.

These forward-looking statements include, but are not limited to, statements regarding our strategies and goals. These are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Please refer to the documents filed with the Securities and Exchange Commission, specifically our most recent Form 10-K and subsequent SEC filings, for information on risk factors that could cause actual results to differ materially from those discussed in these forward-looking statements. Statements included in this report are based upon information known to TD SYNNEX Corporation as of the date of presentation and TD SYNNEX Corporation assumes no obligation to update information contained in this report except as otherwise required.

Sustainability Data Summary

Corporate Metrics	2023
Impact	
Total revenue (thousands)	$57,555,416
Technology partners supported	150K+
Countries served	100+

Environment	2023
Energy & Emissions[16]	
Energy Consumption (MWh)	167,734
Renewable Energy Consumption (MWh)	32,634
Greenhouse Gas Emissions[17]	
Scope 1 GHG Emissions (metric tons of CO_2e)	11,767
Scope 2 GHG Emissions (metric tons of CO_2e)	
Location-Based Emissions	32,083
Market-Based Emissions	26,221

[16] Please note that this report includes a small portion of estimated energy and electricity usage data. While every effort has been made to ensure the accuracy of the information presented, the use of estimated data means these values should be viewed as approximations.

[17] TD SYNNEX's GHG inventory is consistent with the principles and guidance of the World Resources Institute (WRI) and the World Business Council for Sustainable Development's (WBCSD) Greenhouse Gas Protocol Initiative (GHG Protocol) for corporate GHG accounting and reporting. TD SYNNEX defines its organizational boundary conditions consistent with the GHG Protocol according to the "operational control approach" for Scope 1 and 2, and 3 sources. This means the scope of TD SYNNEX's organizational boundaries includes locations in the company's ownership or under its control where TD SYNNEX has responsibility of GHG emissions from these locations. The "operational control approach" is the most appropriate organizational boundary for TD SYNNEX because it reflects where TD SYNNEX can influence decisions that impact GHG emissions. Facilities included in TD SYNNEX's boundary include office buildings, business centers, data centers, and warehouses. Emission factors are from governmental and non-governmental organizations' sources including the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report (AR6) 100-year V2.0, International Energy Agency (IEA) CO_2 Emissions from Fuel Combustion 2023-Year 2021, Department for Environment Food and Rural Affairs (DEFRA) 2023 Guideline to DEFRA, and Environment Canada 2023 National Inventory Report (2021 data). Additionally, where available, we utilize utility-specific emission factors that support our market-based inventory. As of 2023, we utilize IPCC's Sixth Assessment Report (AR6) as our source for global warming potentials. GHG emissions are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary.

Environment

	2023
CDP Assessment	
Score	Management (B-)
EcoVadis Assessment	
Score	Silver

Social

	2023
U.S. Ethnicity (%)[18]	
American Indian/Alaska Native	0.4%
Asian	7.6%
Black/African American	11.7%
Hawaiian/Pacific Islander	0.3%
Hispanic/Latino	17.2%
Two or more races	2.1%
Elected Not to Specify	2.4%
White	57.9%
Undisclosed	0.4%

[18] This ethnicity data is for the U.S. only, with the exclusion of Hyve Technologies co-workers.

Social	2023
Workforce	
Number of full-time employees	Approximately 23,000[19]
Global Employees by Gender (%)	
Male	57%
Female	43%

Social	2023
Employee Well-Being and Engagement	
Huang Leadership Development Scholarships awarded	8
Co-workers reporting that they felt welcomed when they joined TD SYNNEX (%)[20]	96
Co-workers reporting that people at TD SYNNEX treat each other with respect and dignity (%)[20]	80
Business Resource Groups	8

[19] We use temporary or contract workers, who totaled approximately 5,000 as of November 30, 2023, on a full-time equivalent basis.

[20] Along a 5-point scale where 1=Strongly disagree, 2=Disagree, 3=Neutral, 4=Agree, and 5=Strongly agree, % (Fav) equals the % who responded with a 4 or 5.

Task Force on Climate-related Financial Disclosures (TCFD) Disclosure Index[21]

Disclosure Focus Area	Recommendation	2023 Response
Governance Disclose the organization's governance around climate-related risks and opportunities	**Board Oversight** Describe the board's oversight of climate-related risks and opportunities.	TD SYNNEX's Board's Nominating and Corporate Governance Committee (Nom/Gov Committee) is chartered with the responsibility of assisting the Board in its review of the development, oversight and implementation of the company's Environmental, Social and Governance (ESG) policies, programs and practices. The Nom/Gov committee also reviews the draft proxy statements recounting the company's ESG activities including those addressing climate-related issues. The Chief Business Officer (CBO) leads climate-related matters at TD SYNNEX and raises climate-related agenda items to the Nom/Gov Committee or the Board.
	Management's Role Describe management's role in assessing and managing climate-related risks and opportunities.	The CBO oversees the Corporate Communications Department where the Corporate Citizenship Team resides. The Corporate Citizenship Team is primarily responsible for the ESG program at TD SYNNEX, where they work on sustainability policies and performance including education and thought leadership in the industry, sustainability metric and reporting, climate mitigation and greenhouse gases, circular economy and inculcating a sustainable culture within the organization. They work cross-functionally with other functions to identify, monitor and manage climate-related risks and opportunities as well as how to translate those risks and opportunities into actionable plans and policies. Several members of the Executive Leadership Team sit on the Corporate Citizenship Steering Committee to provide insight and advice on climate-related issues such as climate risk, decarbonization strategy and ESG policies. The Committee includes close to 30 Executive Leadership Team members and other key managers, from the Americas, Europe and Asia Pacific Japan. They meet monthly with the Corporate Citizenship team to discuss climate-related issues such as carbon reduction roadmaps, sustainability capacity building and sustainable leasing policies. Key findings and decisions are then raised to the Nom/Gov Committee through the CBO at least annually or where there are material updates.

[21] TD SYNNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

Disclosure Focus Area	Recommendation	2023 Response
Strategy Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning where such information is material.	**Climate-related Risk and Opportunities** Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	TD SYNNEX has identified through internal and external engagement, a range of climate-related risks and opportunities that are pertinent to our business. The list of risks and opportunities, and how we are managing risk and capturing the opportunities can be found in the "Climate-related Risks" and "Climate-related Opportunities" sections below.
	Impact on Organization Describe the impact of climate related risks and opportunities on the organization's businesses, strategy, and financial planning.	TD SYNNEX recognizes the potential significant impact that climate-related risks and opportunities could have on the business. The incorporation of the ability to manage the risk and capture the opportunity into our strategy and financial planning is therefore crucial. We ensure that climate-related risks are included in our corporate risk register, which leadership review and assess the risk and our current mitigation measures, allowing us to ensure robust and proactive management of these risks. We also update our global financial forecast monthly and incorporate macro-economic risk factors into those models. These external factors can include geopolitical events, availability/cost of capital, technical disruptions, and environmental factors. Environmental factors include the impacts of climate change such as natural disasters, extreme weather events, resource scarcity and environmental regulations that impact our sector. Climate-related opportunities are assessed on a continuous basis with relevant functional leads as business conversations develop and market trends change. The potential positive climate impact is assessed by the Corporate Citizenship team while functional leads assess the opportunity for financial benefits and how they can be incorporated into our business strategies and planning.
	Resilience of Strategy Describe the resilience of the organization's strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	TD SYNNEX assumes that as climate change pressure increases, we will be subjected to increased regulatory and policy demands but that the different regions we operate in are likely to move with differing speeds. We also assume that we will be subjected to greater climate-related physical impacts. Our corporate sustainability strategy has been formulated taking into account various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts as the latest science advises.

Disclosure Focus Area	Recommendation	2023 Response
Risk Management Disclose how the organization identifies, assesses, and manages climate-related risks.	**Identification and Assessment** Describe the organization's processes for identifying and assessing climate-related risks.	Transitional climate-related risks relevant to TD SYNNEX are identified and updated as new legislation is released, market trends are observed, and business conversations and requests develop. If the risk does not require immediate attention, it will be placed on the risk register for the annual Enterprise Risk Assessment. Physical climate-related risks are identified with support from a risk management and insurance specialist firm. All facilities under TD SYNNEX are assessed for their exposure to acute and chronic physical climate risks, such as floods from heavy rainfall and rising sea levels, severe weather resulting in wildland fire and extreme temperatures as well as windstorms. These risks are updated at least annually. Physical climate-related risks are also included into the annual Enterprise Risk Assessment.
	Management of Risk Describe the organization's processes for managing climate-related risks.	If a specific climate-related risk is identified and determined to be a material risk, addressing it would then be prioritized. Depending on the nature of the risk, a mitigation plan would be developed to reduce risk levels. All risks are continuously monitored throughout the year, and updated where there may be changes in legislation, markets, business or the environment.
	Overall Risk Management Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization's overall risk management.	TD SYNNEX's Enterprise Risk Assessment is performed annually with the benefit of the continuous identification and assessment of risk throughout the year. Our climate-related risks alongside and within other corporate risks are assessed via our Enterprise Risk Management process. The risk register is reviewed and assessed by the Executive Leadership Team as well as Regional Presidents and key Functional Directors across the regions. Additionally, specific or emerging risks not on the risk register are also reviewed during a follow-up interview within the assessment process. A risk level is then given to each risk.

<table>
<tr><th>Disclosure Focus Area</th><th>Recommendation</th><th>2023 Response</th></tr>
<tr><td rowspan="3">Metrics and Targets

Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.</td><td>Metrics

Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.</td><td>Our climate-related metrics are published annually in our corporate citizenship report. We publish our carbon emissions for Scope 1 and 2 (metric tons of CO_2e), and our total and renewable energy consumption (MWh). We also monitor these metrics against our targets.

We are looking into tracking our OPEX, CAPEX, and revenue from sustainable economic activities following a global taxonomy such as the EU Taxonomy.</td></tr>
<tr><td>Scope 1, 2 and 3 emissions

Disclose Scope 1 and 2, greenhouse gas (GHG) emissions, and the related risks.</td><td>FY2023 Carbon Emissions:[22]
<table><tr><th>Carbon Emissions</th><th>Metric tons of CO_2e</th></tr><tr><td>Scope 1</td><td>11,767</td></tr><tr><td>Scope 2, location-based</td><td>32,083</td></tr><tr><td>Scope 2, market-based</td><td>26,221</td></tr></table>
We have conducted a Scope 3 inventory for our base year and are currently in the process of improving our carbon accounting and conducting one for FY2023. We expect to publish our Scope 3 inventories to CDP.</td></tr>
<tr><td>Targets

Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.</td><td>TD SYNNEX has committed to following the Science Based Targets:

By 2028:
• 90% of our suppliers by spend covering purchased goods and services, will have science-based targets.
• 58% of our customers by revenue covering use of sold products, will have science-based targets.

By 2030:
• Reduce absolute Scope 1 & 2 GHG emissions by 42%.[23]

By 2045:
• Reach net-zero GHG emissions across the value chain.[24]</td></tr>
</table>

[22] Please refer to page 45 for GHG Inventory disclaimer.

[23] Reduction will be measured from a 2022 base year.

[24] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Transitional Climate-Related Risks			
Policy and Legal	Enhanced climate-related reporting obligations	Climate-related reporting regulations have had increasing requirements over the past few years, with varied requirements by country or regions. Several climate-related regulations, such as the Corporate Sustainability Reporting Directive (CSRD), have new frameworks and more detailed metrics. As enhancements are continuously updated, we are exposed to the possibility of increased operational cost, penalties and business disruption from insufficient alignment to growing requirements.	• TD SYNNEX monitors the latest regulations globally and regionally to understand their potential impact on our business, proactively having internal discussions on the interoperability of the various sustainability reporting frameworks. • TD SYNNEX has invested in a carbon accounting tool to ensure a more precise and streamlined data collection process that will support robust reporting.
Technology	Substitution of existing products and services with lower carbon alternatives	Technology is constantly developing and there has been a growing demand for products and services that are deemed more sustainable. As a distributor and aggregator of technology products and solutions, our offerings are constantly pitted against competitors and there is a risk of loss of business to those who can offer more sustainability attributes.	• TD SYNNEX has established a Circular Economy Tower, which works on expanding and improving our circular economy services, such as our device trade-in program (TD SYNNEX Renew) and our sustainable subscription solution, Tech as a Service (TaaS). The tower is also exploring how to further increase the use rates of assets we sell, recycling the materials used to make them, and avoiding waste.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Market	Changing customer behavior	There have been shifts in the market toward alignment with a net-zero future, resulting in more climate-aware partners and customers who seek more sustainable business practices and offerings. There is increasing pressure from partners to accelerate efforts in making both the business and supply chain more sustainable. There is a risk that the rate of market forces toward more climate-friendly practices results in a loss of business or increased costs from these changing demands.	• TD SYNNEX, through our education and thought leadership pillar, maintains collaboration within the supply chain, particularly with stakeholders who are also aligned to a net-zero future. This allows us to maintain a good pulse on best practices and demands of the industry, allowing us to further grow our sustainable services. • TD SYNNEX has established a Sustainable Transportation and Logistics Tower, where we are working with our supply chain to offer more environmentally friendly logistics services. We are looking for and encouraging lower carbon alternatives for fossil powered transportation modes. We are also working with vendors to reduce package weight and size with the goal of increasing load factors and reducing transportation emissions per delivered product.
Reputation	Increased stakeholder concern or negative stakeholder feedback	Stakeholders increasingly recognize the importance of incorporating ESG into long-term strategy to remain competitive, improve profitability and drive innovation. This has also resulted in a growth of ESG criteria and standards that corporations are held up to. There is a risk of increased costs from adhering to these growing standards while ensuring that any negative concerns are proactively mitigated and managed.	• TD SYNNEX, through our sustainability metrics and reporting pillar, keeps track of the latest industry standards for ESG. We also work to incorporate them, where possible and applicable, into our long-term strategy to ensure that we are aligned with the latest standards and science.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Physical Climate-Related Risks			
Acute Physical	Wildfires Storms Flooding Extreme temperatures Severe wind	As a distributor of hardware with offices and warehouses, TD SYNNEX is exposed to a variety of acute physical climate-related impacts that can cause property damage to our facilities, health and safety concern for our co-workers and disruptions to our logistics network. This can result in a financial impact to adapt and respond to any events. All facilities under TD SYNNEX are assessed for their exposure to acute physical climate risks with varying exposure identified.	• All facilities under TD SYNNEX are assessed annually for their exposure to acute and chronic physical climate risks using natural hazard risk maps that have forward-looking analysis accounting for changing climatic dynamics to have more accurate forecasts on potential exposures. All sites have a property Risk Management Plan in place that is reviewed and verified by technical experts.
Chronic Physical	Rising sea levels Rising temperatures	Changing climatic dynamics place long-term and increasing financial and physical pressure on TD SYNNEX's assets as they are exposed to these chronic risks, which can vary greatly across the regions we operate in. All facilities under TD SYNNEX are assessed for their exposure to chronic physical climate risks with varying exposure identified.	

Type	Opportunity	Potential Financial Impact	Strategy
Climate-Related Opportunities			
Resource Efficiency	Use of more efficient sites	With 168 distribution and administrative facilities globally, there is opportunity for us to gain significant operational cost savings by enhancing efficiencies in resource usage, particularly in utilities.	• TD SYNNEX has developed sustainable criteria for our global real estate team to use to evaluate new location opportunities including factors such as energy, water and waste efficiency design, access to renewable energy and sustainable building certification. Sites with more sustainable criteria are prioritized for leasing. • TD SYNNEX, under our culture pillar, has expanded our Green Teams network to close to 40 teams who engage with their co-workers to inculcate sustainability habits and where some have led initiatives to identify areas at their sites to reduce operational carbon emissions.
	Use of more efficient distribution processes	As a distribution firm, our revenue is dependent on the efficiency of our distribution processes. Investment and refinement of the process will allow us to improve our performance and increase revenue.	• TD SYNNEX's distribution processes are highly automated to ensure timely order fulfillment and accuracy and enhance the efficiency of our warehouse operations and back-office administration. We track multiple performance measurements to continuously improve the efficiency and capabilities of our distribution operations. Our proprietary IT systems and processes enable us to automate many of our distribution operations.
Energy Source	Use of lower-emissions sources of energy	Moving to lower energy systems helps us to reduce the risks associated with exposure to fluctuating fossil fuel prices and future carbon taxes. By investing in renewable infrastructure, long-term returns are to be anticipated.	• TD SYNNEX is shifting toward more renewable energy systems and we are looking for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. We are investing in the refurbishment of our existing locations and adding new features such as solar panels and electric vehicle (EV) infrastructure. On top of this, most of our facilities in the U.K., Spain, Italy and the Czech Republic have shifted to certified, renewable-generated electricity.

Sustainability Accounting Standards Board (SASB) Standards Index[25]

Multiline and Specialty Retailers & Distributors					
Topic	**Accounting Metric**	**Category**	**Unit of Measure**	**Code**	**2023 Response**
Energy Management in Retail & Distribution[26]	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable electricity	Quantitative	Megawatt hour (MWh), Percentage (%)	CG-MR-130a.1	1. Total energy consumed in 2023: Approximately 167,734 MWh 2. Percentage grid electricity: Approximately 69% 3. Percentage renewable electricity: Approximately 31%
Data Security	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	CG-MR-230a.1	Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action. For further information, see the Safeguarding Privacy and Data section of our Corporate Citizenship Report.
Labor Practices	Total amount of monetary losses as a result of legal proceedings associated with labor law violations	Quantitative	Presentation currency	CG-MR-310a.3	2023 Form 10-K, Legal Proceedings, p. 29

[25] TD SYNNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

[26] Please refer to page 45 for energy and electricity use disclaimer.

Multiline and Specialty Retailers & Distributors					
Topic	**Accounting Metric**	**Category**	**Unit of Measure**	**Code**	**2023 Response**
Workforce Diversity & Inclusion	Percentage of (1) gender and (2) diversity group representation for (a) executive management, (b) non-executive management, and (c) all other employees	Quantitative	Percentage (%)	CG-MR-330a.1	2023 Corporate Citizenship Report > Appendix > Sustainability Data Summary
	Total amount of monetary losses as a result of legal proceedings associated with employment discrimination	Quantitative	Presentation currency	CG-MR-330a.2	2023 Form 10-K, Legal Proceedings, p. 29
Product Sourcing, Packaging & Marketing	Discussion of processes to assess and manage risks or hazards associated with chemicals in products	Discussion and Analysis	n/a	CG-MR-410a.2	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy
	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	CG-MR-410a.3	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals (UN SDGs)

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all (Quality Education)	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	In FY2023, we continued to grow our impact not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need. At TD SYNNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. Additionally, we support programs that provide children with the tools and resources they need to succeed. In FY2023, nearly 200,000 children participated in our literacy programs. To combat the issue of food insecurity, we engage with local organizations that focus on providing food security to the communities in which we operate. 2023 Corporate Citizenship Report > Social Responsibility > Engaging Our Local Communities
Goal 5. Achieve gender equality and empower all women and girls (Gender Equality)	5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes female, Black and/or Hispanic candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been women and/or people from minority groups. 2023 Corporate Citizenship Report > Social Responsibility > Creating a Culture Where Everyone Feels Connected

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 8. Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all (Decent Work and Economic Growth)	8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow. In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. 2023 Corporate Citizenship Report > Corporate Governance > Putting Servant Leadership Into Practice 2023 Corporate Citizenship Report > Social Responsibility > Empowering People to Be at Their Best
Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation (Industry, Innovation and Infrastructure)	9.b Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities	The technology ecosystem is as complex as it is critical, requiring specialized expertise from many kinds of organizations such as vendors, distributors and resellers. Together, we deliver hardware, such as laptops; software, such as cybersecurity solutions; and services, such as data storage and many more. TD SYNNEX sits in the middle of it all, ideally positioned to orchestrate and influence the future of sustainability industrywide. 2023 Corporate Citizenship Report> Introduction> Putting Corporate Citizenship to Work

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 12. Ensure sustainable consumption and production patterns (Responsible Consumption and Production)	12.2 By 2030, achieve the sustainable management and efficient use of natural resources	At heart, TD SYNNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNNEX, but industrywide. By measuring our performance, we can identify where we're making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders. As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment. 2023 Corporate Citizenship Report > Environmental Sustainability > Sustainability Metrics and Reporting
	12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse	At TD SYNNEX, the circular economy is one of our two towers of specialization — areas where we're uniquely positioned to advance sustainable change. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global and TD SYNNEX Renew — provide customers with IT Asset Disposition services including redistribution, refurbishment, recycling and more. In FY2023, we continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with companies such as Google, Xbox and Microsoft. 2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 13. Take urgent action to combat climate change and its impacts (Climate Action)	13.2 Integrate climate change measures into national policies, strategies and planning	Our corporate sustainability strategy accounts for various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts in alignment with the latest science. 2023 Corporate Citizenship Report > introduction > Our Corporate Citizenship Commitments 2023 Corporate Citizenship Report > Environmental Sustainability > Climate Mitigation and Greenhouse Gases

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April 2, 2025

Region 4 Education Service Center
Finance and Operations
7145 West Tidwell Road
Houston, TX 77092

RE: Authorized Vendor in Response to RFP: 25-03 Cyber Solutions RFP - Region 4 ESC

To Whom it May Concern,

This is to certify that TD Synnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

TD Synnex is authorized to sell all Palo Alto Networks products under the terms and conditions of the Omnia Contract (RFP: 25-03 Cyber Solutions RFP - Region 4 ESC).

For verification purposes, the following information may be used and/or contacted:

Point of Contact Name:	Lauren Aloway
Point of Contact Mailing Address:	3000 Tannery Way Santa Clara, CA 95054
Point of Contact Phone Number:	408-941-3782
Point of Contact Email:	laloway@paloaltonetworks.com

If you have any questions regarding our partnership, please contact the above listed Point of Contact.

Sincerely,

lauren aloway

Name: Lauren Aloway Title: Sr. GTM Manager – Public Sector Contracts

Company Overview

Palo Alto Networks, Inc. is a global cybersecurity provider with a vision of a world where each day is safer and more secure than the one before. We were incorporated in 2005 and are headquartered in Santa Clara, California. Palo Alto Networks was founded in 2005, released our first product in 2007 and priced our Initial Public Offering (IPO) in 2012.

We empower enterprises, service providers, and government entities to secure all users, applications, data, networks and devices with comprehensive visibility and context continuously across all locations. We deliver cybersecurity products covering a broad range of use cases, enabling our end-customers to secure their networks, remote workforce, access to the service edge, branch locations, public and private clouds, and to advance their Security Operations Centers ("SOC"). **We believe our portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products**. We do this with solutions focused on delivering value in three fundamental areas:

Secure the Enterprise:

- Secure the network through our ML-powered Next-Generation Firewalls, available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT Security, GlobalProtect, SD-WAN and Data Loss Prevention that are delivered as SaaS subscriptions to our ML-powered Next-Generation Firewalls.

Secure the Cloud:

- Secure the cloud through our Prisma security offerings, such as Prisma Cloud, the industry's most comprehensive Cloud Native Security Platform ("CNSP"), protecting applications, data and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments, Prisma SaaS for protecting SaaS applications, Prisma Access, a comprehensive Secure Access Service Edge ("SASE") offering, that, together with CloudGenix SD-WAN, securing SD-WAN to enable the cloud delivered branch, and VM-Series and CN-Series for inline network security in multi- and hybrid- cloud environments.

Secure the Future:

- Secure the future of security operations through our Cortex security offerings, which includes Cortex XDR for prevention, detection and response, Cortex XSOAR for security orchestration, automation and response ("SOAR"), AutoFocus for threat intelligence, and Cortex Data Lake to collect and integrate security data for analytics. These products are delivered as software or SaaS subscriptions.

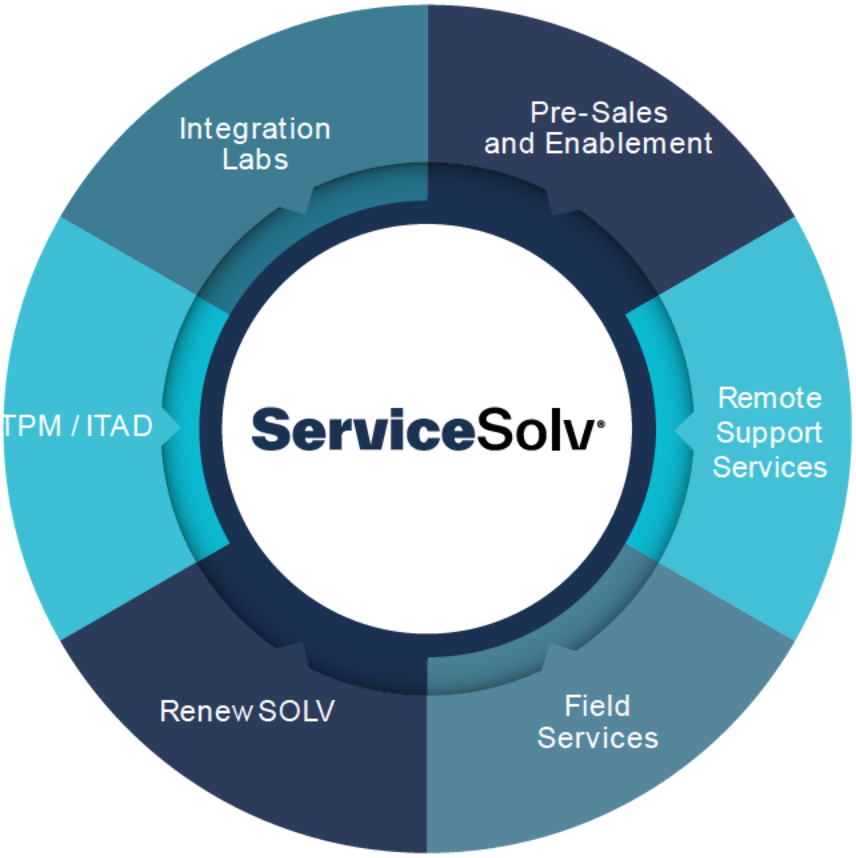
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See next page for full list of our services.

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- Multi-Vendor Solutions
- Promote Demos / Internal Training
- Technical Certification Management

Pre-Sales Enablement

- Reseller Engaged in Delivering Vendor Programs and Training
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- Attending Technical Conferences and Partner Meetings
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- Container Consulting
- Software-defined Networking
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- Custom Integrations (Anything-to-Anything)
- Custom Web Development
- Ongoing Support
- Change Management
- Training

Assembly & Configuration

- Custom Hardware Services
  - Client Devices
  - Data Center
  - UCC/ Collaboration
- Imaging and Provisioning
- Software / OS Load
- Valued Added Services
  - Asset Tagging, Labeling, Etching Solutions
  - Bundling, Packaging, Collateral Insertion
  - Burn-In/ Diagnostic Testing
- Staging & Logistics
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- Testing & Training

ITAD Services

- Asset Buyback
- Data and Physical Destruction
- Recycling

Field Services

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- Digital Signage
- Fleet Services
- Telephony
- Point of Sale
- Onsite Installation and Configuration
- Wireless Networking and Site Survey
- Physical Security
- Smart Hands

Professional Services

- Remote Deployment
- Implementation
- Adoption Services and Consultancy
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For more information, contact our team today via email, servicebd@tdsynnex.com or call 877-358-5505, option # 1

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SAVANT TECHNOLOGIES LLC, DBA GE LIGHTING, A SAVANT COMPANY
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SPARKCOGNITION
SPARKLE POWER
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SPECTRUM BUSINESS
SPECTRUM CORPORATION
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SPIN TECHNOLOGY
SPIRENT
SPK AND ASSOCIATES
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SPLUNK*
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SPRINT
SPRINXLE
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SQUARE INC.
SSH COMMUNICATIONS SECURITY, INC.
ST CYBERLINK CORP DBA GLOBAL PC DIRECT
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STARLIGHT
STARTECH
STARWIND
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STEELCASE, INC.
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STYECA
SUMAR INTERNATIONAL, INC.
SUMMA AMERICA LLC
SUMOLOGIC
SUNBRITETV, LLC
SUNSHINE COMPUTERS & SOFTWARE INC. D/B/A INNOVATION COMPUTERS
SUPERBAI
SUPERCOM, INC.
SUPERMICRO
SUPERSONIC INC.
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SUSE
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SYBA MULTIMEDIA INC.
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SYNACOR, INC.
SYNAMI LIMITED
SYNERGY SKY
SYNITI
SYNOLOGY
SYSDIG
SYSTIUM TECHNOLOGIES
SYSTRAN SOFTWARE INC.
SYXSENSE

TAA PRODUCTS
TACTILE
TAG GLOBAL SYSTEMS LLC
TAKE TWO
TAKE-TWO INTERACTIVE SOFTWARE, INC.
TALEND
TALENT GRANT TECHNOLOGY INC.
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TAMR
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USYSTEMS
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VAULT
VCE
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VISION
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VISUAL LABS
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VIVINT, INC.
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VOYAGER LABS
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WANDERA
WARNER BROTHERS
WASABI
WASP TECH
WATCHGUARD
WEBROOT SW
WEBWORKS
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WITFOO INC.
WITHINGS INC.
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WOLTERS KLUWER HEALTH
WOOTCLOUD
WORKDAY
WORKS 360, LLC DBA SPRINXLE
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ZOOM
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New Fiscal Year 2024 Vendor

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2025 Program availability and pricing listed here is guaranteed until January 31, 2025.
After that date, pricing and activity availability is subject to change.

TD SYNNEX | Public Sector

TD SYNNEX Marketing Prior Agreement		SCM#	
Vendor Name:		VMM Name:	
Vendor Contact:		Vendor E-mail:	

Pre-Approval Section

This agreement entitles afore-mentioned vendor to participate in the TD SYNNEX Marketing Program and/or Activity (check all that apply): Annual Program: ☐ Multi-Vendor: ☐ A-La-Carte (Single Vendor): ☐

Program/Activity Name:
2025 Public Sector Annual Program

Description (For Single-Vendor ALC, please include activities details):

For advertisements, catalogs, email, fax mailers and other related promotions, TD SYNNEX reserves the right to edit/approve final content. For incentives, contests, promotional items and other related activities, TD SYNNEX reserves the right to utilize authorized funds as deemed necessary to promote or otherwise sell vendor products. TD SYNNEX will provide necessary documentation for claimed amounts when requested. If the undersigned/vendor cancels an approved/authorized program, all out of pocket expenses incurred by TD SYNNEX prior to the cancellation will be reimbursed by vendor. The party signing this contract indicates their approval of the program to be delivered by TD SYNNEX or its subsidiaries and understands the terms and conditions of the program and has the authority to execute this contract. Any programs delivered by a TD SYNNEX subsidiary will be invoiced by such subsidiary.

CANCELLATION POLICY: All cancellations must be in writing. If Vendor cancels after this contract has been fully executed by both parties, a cancellation fee will be charged according to the following fee schedule:

- If cancellation occurs 30 days prior to the event, 50% of the event fee will be charged.
- If cancellation occurs 14 days prior to the event, 75% of the event fee will be charged.
- If cancellation occurs 7 days prior to the event, 100% of the event fee will be charged.

For Pre-Pay SCMs, TD SYNNEX Marketing will work with vendor to ensure that funds will be fully spent within two years of invoice.

Accepted by (E-Sign):	Date:

Billing Information

PA/PO #:

Billing Method: Direct Billing: ☐ Pre-Bill: ☐ SCM:_____	
Total DUE:	**$**

Single Vendor/ A-La-Carte Terms:
Vendor agrees to participate in and pay for the specific marketing activities selected above. Vendor understands this is a commitment to execute the marketing activities within the dates specified and agrees to pay the marketing fee listed for each activity as completed. Any changes to the quoted marketing activities that are requested by Vendor may increase the total marketing fee. Vendor will be notified in advance of any additional marketing fees to secure additional funding and/or approval of change of funding to be provided.

INVOICING: The Marketing Activity fee will be invoiced as follows: (i) after the implementation date of each activity for proof of performance marketing activities, or (ii) within a reasonable time of the end of each TD SYNNEX fiscal quarter for pay-for-performance sponsorship. All invoices shall be paid Net 30 days from date of invoice. All payments shall be in the form of a credit memo, ACH, wire or check and are due within 30 days of invoicing. Activities may include a fee for TD SYNNEX Marketing and administrative support. If payment is not received, TD SYNNEX may pursue further collection efforts and has the right to cancel/suspend any pending marketing activities.

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Initial

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒X

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: TD SYNNEX Corporation
Address, City, State, and Zip Code: 5350Tech Data Drive, Clearwater, FL, 33760
Phone Number: 510-402-7058
Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development
Email Address: Randy.Finley@tdsynnex.com
Signature of Authorized Representative: Signed by: Randy Finley 4349F10A8D89442...
Date: Apr 9, 2025 | 12:54:53 EDT

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

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is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
TD SYNNEX Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address:
Randy.Finley@tdsynnex.com

Signed by:
Randy Finley
4349F10A8D89442...

Signature of Authorized Representative: _____ Date: Apr 9, 2025 | 12:54:53 EDT

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

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This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

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ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

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which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be

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applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

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b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

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i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

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C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, TD SYNNEX Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
Randy Finley
4349F10A8D89442...

Signature of Contractor's Authorized Official

Randy Finley, Sr. Director, Business Development

Name and Title of Contractor's Authorized Official

Apr 9, 2025 | 12:54:53 EDT

Date

Docusign Envelope ID: 6A52BBC4-066C-4619-B358-D9F4290EB96B

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

Docusign Envelope ID: 6A52BBC4-066C-4619-B358-D9F4290EB96B

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

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16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: TD SYNNEX Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com

Signature of Authorized Representative: Signed by: Randy Finley 4349F10A8D89442...

Date: Apr 9, 2025 | 12:54:53 EDT

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	04/11/2025 01:48 PM MDT

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Arizona
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day 04/11/2025 01:48 PM MDT _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)
04/11/2025 01:51 PM MDT
_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

04/11/2025 01:48 PM MDT

_____ _____

Date ***Authorized Signature and Title***

Version January 31, 2025

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

04/11/2025 01:48 PM MDT

_____
(Affiant)

04/11/2025 01:51 PM MDT

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

TD SYNNEX Corporation CORPORATE SEAL Sep 4, 2003 DELAWARE

Version January 31, 2025

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

04/11/2025 01:48 PM MDT

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: 04/11/2025 01:48 PM MDT

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ 04/11/2025 01:48 PM MDT

Signature Date

_____

Print Name and Title

DPP Rev. 12.13.2021

TD SYNNEX Public Sector | OMNIA PARTNERS | REGION 4 EDUCATION SERVICE CENTER

1st Run Computer Services	Rhea Schultzberg	rheas@1strun.com	SB	212-779-0800	59 Acorn Ponds Drive	Roslyn	NY	11576
2020 TEKNOLOGY	James Alder	jalder@2020Teknology.com	SDVOSB	443-750-2740	20130 LAKEVIEW CENTER PLAZA, STE 400	ASHBURN	VA	20147
27 Virtual Consulting, LLC	Brian Cleary	brian.cleary@27Virtual.com		813-322-3201	701 N Westshore Blvd, Ste 206	Tampa	FL	33609
4Tech Solutions LLC	Lindsay Martin	lindsay@4tech4me.com	SBE, MBE, WBE, DBE	770-241-0670	104 Robson Trl	McDonough	GA	30252
9 to 5 Computer Suppy	Chris Raab	chrisraab@9to5computer.com	Small Business	904-280-2544	3948 THIRD ST. S #103	Jacksonville	FL	32250
a2v Consulting Group, LLC	Yogesh Kanjee	yogesh@a2vcg.com	Minority Owned	210.317.3788	14122 Central Ave	Chino	CA	91710
A3J Group	Kim Walter	kim@a3jgroup.com	SMWOBE	877-235-4774	3225 South MacDill Ave, 129-288	Tampa	FL	33629
A5 Capital Partners	Kalen Kimm	k.kimm@a5it.com						
Abba Technologies Inc.	Ed Pena	ed.pena@abbatech.com	SB, MO	505-659-8370	5301 Beverly Hills Ave	Albuquerque	NM	87113
ABICO LLC	Gaurav Budhiraja	gaurav.budhiraja@abico.us	WOSB, EDWOSB	984-335-1510	1153 Canyon Shadows CT	Cary	NC	27519
Able Services LLC	Gastien Panji	ableservices192@yahoo.com	MOB		5557 Baltimare Ave Ste 500	Hyattsville	MD	20782
ABS Solutions, LLC	Laura Smith	laura@abs-solutions.com		5186085805	52 Corporate Circle, Suite 105	Albany	NY	12203
ABSI, CORPORATION DBA ALL BUSINESS SYSTEMS	Nitin Sharma	nitin@absi-usa.com	MBE		12111 PELHAM CT	WALDORF	MD	20602
Abtech Technologies, Inc.	Dana Collins	dcollins@abtechtechnologies.com	SB	800-474-7397 x161	1235 Activity Drive Suite B	Vista	CA	92081
Acachi LLC	Chimezie Epoh	chimezie@acachi.tech	Small Business, Minority Owned	512.861.1007	13359 N Hwy 183 Ste 406-1079	Austin	TX	78750
Access Wireless Data Solutions, LLC.	Dave Schwarz	daves@accesswds.com		8134417800	21756 StateRoad 54 ste 101	Lutz	FL	34639
ACP CreatiVT LLC	Dave Pisani	Dave.Pisani@cccp.com			851 Commerce Ct	Buffalo Grove	IL	
ACS International Resources Inc.	Amit Rao	procurement@acsintl.com			1330 Baltimore Pike	Chadds Ford	PA	19317
Acture Solutions	MaryLynn Etta	ettam@acturesolutions.com			453 New Karner Road	Albany	NY	12205
Acura Systems International Inc	Andy Rogers	andy.rogers@cloudtechmobile.com		2533770701	1108 17th Ave	Milton	WA	99019
Adept Technology Consulting, Inc.	Keith Siegel	ksiegel@adept-techconsulting.com			125 Wireless Blvd Suite B	Hauppauge	NY	11788
Adorama Business Solutions	Greg Farber	gregf@adorama.com			42 WEST 18TH ST	NEW YORK	NY	10011
Advanced Network Management (ANM)	Shala Pelloni	shala.pelloni@anm.com						
ADVANCED SYSTEMS GROUP LLC	Sydney Nguyen	snguyen@asgllc.com		510-654-8300	1226 Powell Street	Emeryville	CA	94608-2618
Advanced Systems Integrators - ASI	Andrew Bialock	abialock@asiopen.com			717 NORTHAMPTON ST UNIT 20	HOLYOKE	MA	01040-7408
Advantage Technology LLC	Andrea Meyers	amyers@advantage.tech		304.342.0796	950 KANAWHA BLVD	Charleston	WV	25301
Aercor, Inc	Robert Moore	rhmoore@aercor.com	8(a)	651-289-4214	2520 Broadway Street NE Suite 204	Minneapolis	MN	55413
AGILITY SOFTWARE SOLUTIONS, LLC	Kiran Kareddula	kiran@agilityss.com	SB, WO	916-337-7979	333 University Ave Ste 200	Sacramento	CA	95825
AhavahPrem Software Corporation	Murthy Pothuraju	murthy_pothuraju@ahavahprem.com	SB, WO, MO	442-379-7520	1011 Cactus Ct	Thousand Oaks	CA	91320
Ahead, Inc.	Roxanne Corkin	roxanne.corkin@ahead.com		(312) 924-4492	444 West Lake Street Suite 3000	Chicago	IL	606060
AIP US, LLC	Min Wang	mwang@aip-us.com			2924 Lakeshore Drive	Lakeshore	FL	33312
AirGap Labs LLC	Guy Thier	gthier@airgaplabs.com		866-324-7427	3943 Irvine Blvd., Suite 662	Irvine	Ca	92602
Alba Business Solutions LLC	Avni Dauti	avni@abstech.us			2813 Edenwood St	Clearwater	FL	33759
Alchemy Technology Group, LLC	Hayley Knutsen	hknutsen@alchemytechgroup.com		832-617-5732	11 Greenway Plaza, Suite 2600	Houston	TX	77046
on of Konica Minolta Business Solutions USA, Inc. f	Michael Parezo	mparezo@allcovered.com		(704) 972-3300	2101 Rexford Rd #168	Charlotte	NC	28211
All In Technology LLC All In IT Corp	Peter May	pmay@allintechnology.com		303-883-7866	5783 S Telluride Way	Centennial	CO	80015
ET OF CALIFORNIA INC DBA WIZIX TECHNOLOGY G	Eric McIntosh	Eric.McIntosh@wizixtech.com		916-913-6190	2014 Taylor Road	Roseville	CA	95678
All Points Logistics	John Schwarz	Jschwarz@allpointsllc.com		321-249-2622	190 S Sykes Creek Parkway, Suite 4	Merritt Island	FL	32952
All Solutions, Inc	Nalit Patel	npatel@aecsi.com	MBE,SBE	908-296-9018	355 Eisenhower Parkway	LIVINGSTON	NJ	07039
Allied IT Systems LLC	Tommy Fauth	tommy@alliditsystems.com						
Alpha Data Technologies, Inc	Gino Gino	gvalconi@alphadatatech.com	DVBE, SB, Minority, DBE		1800 Essex St Suite 210	Los Angeles	CA	702634
ALWAYS CONNECT SOLUTIONS.LLC	Chris Pugh	chris@alwaysconnectsolutions.com		208-960-2100	515 S. Fitness PL. STE 120	Eagle	ID	83616
American Computer Consultants	Jose Voyard	jvoyard@acc99.com	MBE, SBE, DBE	718-740-0442	212-55 Jamaica Ave, Suite 101	Queens Village	NY	11428
American Document Solutions	Steve Menefee	smenefee@ads-nj.com	SB		111 CANFIELD AVE, B13	RANDOLPH	NJ	07869
American Sound & Electronics, Inc.	Matt Camden	mattcamden@asei.com		317-695-7030	1800 Russell Street	Covington	KY	41014
American Wordata, Inc. AW Data	Tyler Fogle	tyler@awdata.com	EDWOSB, WOSB, DBE	602-938-5363	13046 RACE TRACK RD. # 185	Tampa	FL	33626
AMS.NET INC	DIANA MONAGHAN	tsg-west-ordertracking@mgt.us		925-245-6100	502 Commerce Way	Livermore	CA	94551
AMTDA Global LLC	Leonel Closner	info@amtdaglobal.com		956.222.4973	24206 Dante Cir	San Antonio	TX	78261
Anzena Sysetems LLC	Dwayne Snyder	dmsnyder@anzenasystems.com	SB	650-622-5414	101 Jefferson Drive Suite 227B	Menlo Park	CA	94025
Apex OmniSource LLC	Andy Clifton	andy@apexomnisource.com	SDVOSB	701-509-5923	1361 Jennings Mill Rd, Ste 410	Watkinsville	GA	30677
Applied Data Technologies	Lisa Windle	Lisa.Windle@appliedatatech.com	WO		8515 Crown Crescent Court	Charlotte	NC	28227
Applied Technology Services - ATS	Rich Weaver	rich@appliedtechnologyservices.com	WBE, WOSB, DBE	443.294.5958	11615 CROSSROADS CIRCLE , STE J	Middle River	MD	21220
Applied Video Technology, Inc.	Ashley Buettner	ashley@appliedvideo.com	WOSB	610-407-0776	2218 Kimberton Rd	Kimberton	PA	
ARB Innovative Technologies, Inc.	Anil Sharma	raj.dominguez@it-arb.com	SB, SDVOSB		10140 W BAY HARBOR DR APT 403	Bay Harbor Islands	FL	33154
ArchAngel Education Technology	Coby Garrett	cgarrett@arch-te.com		866-747-4486 x 2323	15421 West Dixie Highway Unit 11	North Miami Beach	FL	33162
Archive Data Solutions LLC	Amy Holt	amy.holt@archivedata.com	SB	484-921-4821	733 Green Crest Drive	Westerville	OH	43081
Ariel Unlimited LLC	Paul Cooper	paul@arielunlimitedllc.com			66 1ST STREET	Closter	NJ	07624
Armature Systems, Inc.	Reema Elzig	reema@armaturesystems.com			1980 Zanker Rd, Suite 30	San Jose	CA	95112
Artilus, Inc	Christopher Milian	christopher.milian@artilus.net			1200 Veterans Hwy, Suite 107	Hauppauge	NY	11788
Aspire Technology Partners, LLC	Robin Schmidt	teamaspire@aspiretranforms.com		732-847-9562	25 James Way	Eatontown	NJ	7724
Atlantic Corporate Interiors	Cari Lowe	clowe@aciinc.com						
Atlantic Data Security LLC	Lisa Nugent	lisa@atlanticdatasecurity.com			330 ROBERTS STREET SUITE 301	EAST HARTFORD	CT	06108
AV Solutions L.L.C.	Matt Blankenship	matt.blankenship@avsolutions.com		225-326-3832	2631 Bernwood Dr	Baton Rouge	LA	70816
Avexon, LLC	Kerri Glynn	kerri.glynn@avexon.com		5042188664	111 Veterans Blvd, Ste 260	New Orleans	LA	70124
AVI Systems, Inc dba FORTÉ	April Johnson	april.johnson@avisystems.com		952-826-2990	9675 W 76th St #130	Eden Prairie	MN	55344
Avidex Industries, LLC	Lindsay Martinez	Lindsay.Martinez@avidex.com		949.428.6333	8509 154th Avenue North East, Suite 100	Redmond	WA	98052
Avixum, Inc.	Christopher McDaniel	chris.mcdaniel@avixum.com	Certified WBE	407-868-6183	3033 Winkler Ave.	Ft. Myers	FL	33780
AXELLIANT LLC	Mohsin kHAN	mohsin.khan@axelliant.com	MBE, CPUC, SBE	424-535-1018	21250 Hawthorne Blvd, Suite 500	Torrance	CA	90503
Bait Security	Michelle Silva	info@baitsecurity.com	WOSB	844-664-6657	1310 Bay Harbar Dr, #207	Palm Harbor	FL	34685
Bar None Technologies LLC	Charles Baron	charlie@barnonetech.com	Minority-Woman Owned Small Business		27126 Paseo Espnada, Suite B702	San Juan Capistrano	CA	92675
BCPI, Inc	Alain Bezahler	ab@bcpi.com		7818671954	6 Merchant St. Unit 3	Sharon	MA	2067
BEARCloud, Inc	Bre Torti	bre@bearcloud.net	SB	877-232-7256	1160 Battery Street East, Suite 100	San Francisco	CA	94111
BEAZLEY SECURITY, LLC	Kristi Houssiere	kristi.houssiere@lodestone.com			65 MEMORIAL RD, STE 320	WEST HARTFORD	CT	6107
Benchmark Network Solutions, Inc.	Kim Blatchford	kblatchford@benchmarkns.com	DBE HUB SBE SPSF	919-678-6168	1920 E NC HWY 54, STE 130	DURHAM	NC	27713
Bird Rock Systems Inc	Jim Matteo	jim@birdrockusa.com		858-777-1617	9645 Scranton Rd Ste 160	San Diego	CA	92121
BIT Direct Inc	Robert Daly	robert.daly@bitdirect.com	WBNEC		2202 N. west Shore Blvd, Suite 200	Tampa	FL	33607
Bizco, Inc. (dba Bizco Technologies)	Jeff Blair	jblair@bizco.com	Small Business	402-323-4842	7950 O St	Lincoln	NE	68510
BlackHawk Data LLC	Maryann Pagano	mpagano@blackhawk11.com	WBE, SBE	646.343.9861	505 8th Avenue Suite 12A-03	New York	NY	10018
aisdell & Songey Inc dba Blaisdell's Business Produ	Margee Witt	mwitt@blaisdells.com	WO, SB	510-746-1606	7677 OAKPORT STREET SUITE 805	OAKLAND	CA	94621
Blink Supplies Inc	Miriam Freilich	miriam@blinksupplies.com	Hubzone, MWBE		5 Lorimer Street	Brooklyn	NY	11206
BLUE MANTIS INC FKA GREENPAGES, INC	David Knox	david.knox@bluemantis.com		513.410.3427	2 INTERNATIONAL DRIVE,, SUITE 260	Portsmouth	NH	03801
Blue Plains Technology, LLC.	Steve Meany	smeany@blueplainstech.com	SB	(334) 462-1345	3300 Lancelot Court	Pike Road	AL	36064
Blue Source Group, Inc.	Juan Paeldon	jp.paeldon@bluesourcegroup.com		240-252-6011	5005 TOTHILL DRIVE	OLNEY	MD	20832
BlueAlly Technology Solutions, LLC	Miriam Rodrigue	mrodrigue@blueally.com	SB	864-640-1343	1225 CRESCENT GREEN SUITE 115	CARY	NC	27518
BMAK INC DBA COMPUWAVE	David Herzog	dherzog@compuwave.com	SB, WO	805-650-8808 x 119	1884 Eastman Ave, Suite 111	Ventura	CA	93003
BorderLAN, Inc.	Andy Lahm	andy@borderlan.com		8582999039	950 Boardwalk #300	San Marcos	CA	92078
Bridge Data Solutions	Michelle Brichard	michelle.birchard@bridge-data.com		503-807-6421	8201 164th Ave NE, Suite 200	Redmond	WA	98052
Brightcentra, Inc.	Frederick Wick	frederick.wick@brightcentra.com	SBE	650-509-0027	52 Buena Vista Road	South Francisco	CA	94080
Burwood Group, Inc.	Dani Lockett	dlockett@burwood.com	MBE, SBE.	312-327-4696	1515 W 22nd Street Suite 200	Chicago	IL	60606
Business Communications, Inc. (BCI)	Craig Henley	chenley@bcianswers.com		601-898-1890	442 Highland Colony Pkwy	Ridgeland	MS	39157
C & G Technologies Consulting	Christa Vivolo	Christav@cgtechnologiesconsulting.bi	medium size business		11874 W Riverhaven Drive	Homosassa	FL	34448
C&G Technologies Consulting	Christa Vivolo	ChristaV@CGTechnologiesconsulting.b	Small Business, Woman-Owned	727-641-8349	11874 W Riverhaven Drive	Homosassa	FL	34448
CADENCE TEAM, INC	Jeremy Caudill	jeremy@cadence.team	CA Certified SBE	916-899-1255	9100 Seavey Lane	Loomis	CA	95650
MPUTER RESOURCES CO DBA CADRE INFORMATIO	Michael Finke	contracts@cade.net			201 EAST 5TH STREET, SUITE 1800	CINCINNATI	OH	45202
CarlntechLLC	Carl Neidhardt		VOSB, DBE	916-425-2861	8237 Palmerson Dr	Antelope	CA	95843
Carrier Access IT	Kristi Gaskill	kgaskill@carrieraccessit.com		515-987-9200	1275 Northwest 128th Street #210	Clive	IA	50325
Carroll Woods inc. DBA Carroll International	Byron Carroll	bcarroll@carrollcommunications.guru	SDVOB, HUB, SB	910-653-1099	PO BOX 951	Longs	SC	29568
Cashel Corporation dba Integrated Media Systems	Brad Caldwell	bcaldwell@imsav.com		714-579-4100 (x203)	200 McCormick Ave	Costa Mesa	CA	92626
CBTS Technology Solutions, LLC	Steve Lankard	steve.lankard@cbts.com		513-841-5040	221 E. Fourth ST	Cincinnati	OH	45246
CDCE, Inc.	Brian Solomon	bsolomon@cdce.com	SWBE	714-282-8881	22641 Old Canal Road	Yorba Linda	CA	92887
Celebration Holdings, LLC	Joesph Paranteau	jpar@c-onpoint.com	Service Disabled Veteran Owned Small Business		208 East Louisiana Street, Suite 211	Mckinney	TX	75069
Cerium Networks, Inc.	Roger Junkermier	rjunkermier@ceriumnetworks.com		509-536-8630	1636 W First Avenue	Spokane	WA	99201
Charter Technology Solutions LLC	Mark Beisner	mark.beisner@charterts.com	Minority Owned	866.399.3230	132 32nd Street, Suite 310	Brooklyn	NY	11232
nier Mayer and associates d.b.a. CMA Technology	Marty Mackey	mmackey@cmaontheweb.com		225-927-9200	8180 YMCA Plaza Drive	Baton Rouge	LA	70810
Chromis Technology LLC	Zach Garcia	zgarcia@chromis.com		6023578070	67 S. Higley Road - Suite 103-165	Gilbert	AZ	85296
Clear Data Solutions Inc.	Pierre Godard	pierre@cleardatasolutionsinc.net	SB, MO	787-323-4443	636 Cheoy Lee Circle	Winter Springs	FL	32708
Clear Winds Technologies	Hayden Hatchcock	hhathcock@clearwinds.net		205-876-1505	13001 Liberty Parkway	Vestavia Hills	AL	35242
ClearConnect, LLC	Ken Bock	kbock@myclearconnect.com	HUB Zone, SB	208-962-1072	405 Main St Ste B	Cottonwood	ID	83522
Cloud Revolution LLC	Adam Ball	adam@cloudrevolution.com		17206173454	2770 Arapahoe Rd, #132-1063	Lafayette	CO	80026
Clutch Solutions LLC	Damien Norwood	gov@clutchsolutions.com	Minority Business Certification		2152 S Vineyard Ave Bldg. 1			
Coast to Coast Computer Products, Inc.	Melissa Servatdjoo	Melissa@coastcoast.com			4277 Valley Fair St	Simi Valley	CA	93063
Coastal Commerce Group, LLC (DBA CCG Telecom)	Athena Serr	aserr@ccgtelecom.com		(401) 326-9140	6 CANAL STREET	WESTERLY	RI	2891
Code 3 Technology, LLC	Clay Jeppsen	Clay@code3technology.com		480-888-6401	9855 E. Southern Ave. #50882	Mesa	AZ	85209
Communications Professionals Inc.	Terence Hood	thood@cpgp.com	SB, MOSB, Disavantaged	2485570100	2265 Livernois Rd Ste 900	Troy	MI	48083
Communications Resources Inc (CRI)	Alan Burdine	aburdine@gocri.com	SB	423-855-3810	6116 Shallowford Road Suite 101	Chattanooga	TN	37421
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Compuquip Technologies LLC	Damien Delesus	ddejesus@compuquip.com	MBE	786-641-5419	9737 NW 41st St, STE 786	Doral	FL	33178
Computacenter United States Inc.	Emma Aguilar	emma.aguilar@computacenter.com			6025 The Corners Parkway Suite 100	Nocross	GA	30092
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Tri-Tronics Pro Electronics, LLC	Thomas Nipper	tom@tritronicsav.com		910-893-4183	PO Box 1055	Lillington	NC	27546
Trivad, Inc.	Michele D'Amico	mdamico@trivad.com						
TSA, Inc. / Technical & Scientific Application Inc.	Parker Beck	parker.beck@tsa.com	WOSB, MOSB, VOSB	205-421-4939	1855 Data Drive Ste 100	Hoover	AL	35244
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	Trevor Smith	tsmith@brite.com			7647 MAIN STREET	FISHERS VICTOR	NY	14564
Urban Industries Corp	Mark Urban	mark@urbanind.com	WOSB	980-209-9471	12245 Nations Ford Rd, Suite 505	Pineville	NC	28134
VALCOM SALT LAKE CITY, LC DBA VLCM	Matt Shelley	mshelley@vlcm.com		801-262-9277	852 E. Arrowhead Lane	Salt Lake City	UT	84107
VANA SOLUTIONS CORPORATION dba Meredith Digit	Maureen Giancanelli	maureeng@meredithdigital.com	SB, WO	310-971-8510	1536 W 25TH STREET PMB# 169	San Pedro	CA	90732
Vandis Inc.	Max Slygh	mslygh@vandis.com			1 Albertson Ave.	Albertson	NY	11507
Vanguard Technology Advisors, Inc. DBA: Vanguard Cybe	Vincent LaForgia	vince@vtacyber.com		201.252.7754	518 Main Street, Suite 104	Boonton	NJ	07005
vCloud Tech Inc.	Muhammad Khan	contracts@vcloudtech.com	SB / DBE / WO	8334825683	609 Deep Valley Drive Suite 200	Rolling Hills Estates	CA	90274
Vector Resources Inc	Robert Messinger	rmessinger@vectorusa.com		310-436-1000	20917 Higgins Ct	Torrance	CA	90501
Velocity1	Caitlyn Holliday	caitlin.holliday@velocity1.io		615-432-4576	730A Freeland Station Road	Nashville	TN	37228
Verge Innovation, LLC	Karen Johnson	kjohnson@vergenovation.com		704-606-0644	3600 North Duke Suite One	Durham	NC	27704
Verinext Corp	Murray Granger	ellen.clay@verinext.com		678-990-1593	510 Township Line Road, STE 120	Blue Bell	PA	19422
VEYTEC INC	Patrick Henson	kdavis@veytec.com	SB	407-849-6391	2301 Silver Star Rd	Orlando	FL	32804
VideoLink Inc	Keith Baker	keith.baker@videolink.com	SB	303-300-9926 x222	3401 Quebec St Ste 5010	Denver	CO	80207
Vilkas Cyber	Ben Rollin	ben.rollin@vilkascyber.com		240-210-6232	1208 Oaskcrest Drive	Brandon	FL	33510
Virtualization Advisors, LLC	Stephen Ames	ephen.ames@virtualizationadvisors.com		813-579-5086	2002 N Lois Ave, Suite 640	Tampa	FL	33607
vision21 Solutions LLC	Rick White	RickWhite@vision21.com		843-269-5937	3200-105 Wellington Ct	Raleigh	NC	27615
VSpine Networks & Advisors, LLC	Vin Spinelli	vin@vspinenetworks.com	VOSB	8568732282	206 Wilson Road	Turnersville	NJ	8012
WARDS MEDIATECH INC	Stephen Ward	sward@wardsmediatech.com		888-852-8122	2322 W 500 N Suite K	Springville	UT	84663
WB Mason	Steve Hegedus	steve.hegedus@wbmason.com						
WIN WIN OPERATIONS LLC	Shayna Benjamin	shayna@winwinoperations.com		678-527-9566	2904 BOTTLE BRUSH DRIVE	LITHIA SPRINGS	GA	30122
Winslow Technology Group, LLC.	Rita Sullivan	rsullivan@winslowtg.com		615-828-3828	303 WYMAN STREET SUITE 210	WALTHAM	MA	02451
Winsor Consulting Group LLC	Chris Rohr	crohr@winsorgroup.com	Small Business	563.362.4564	326 4th Street	Buffalo	IA	52728
WYNN INNOVATIONS LLC	Benjamin Wynn	Bwynn@wynninnovations.com	SDVOSB, VOSB, SB, DVBE, NVBDC	916-996-6377	1621 SHELTER COVE DRIVE	Greenwood	CA	95635
XCloud LLC	Charles Zeller	czeller@xcloudservices.com		805-309-0411	404 San Juan Ave	Oxnard	CA	93033
Xentegra, LLC	Drew Hill	drew.hill@xentegra.com		704-912-5158	9820 Northcross Center Court Suite 200	Huntersville	NC	28078
Xtek Partners Inc.	Sue Harrah	sharrah@xtekpartners.com		614-973-7400	1721 WESTBELT DR	Columbus	OH	43228
XTIUM INC	Rick Salamonczyk	richard.salamonczyk@xtium.com		212-364-6770	520 NORTH STATE RD	BRIARCLIFF MANOR	NY	10510
YELLOWDOG NETWORKS INC	Joe Murphy	jmurphy@yellowdognetworks.com	SB	816-767-9364	9664 MARION RIDGE DRIVE	Kansas City	MO	64137
yourteq LLC	Brian Gorr	bgorr@yourteq.com		815-556-2952	15124 S Route 59	Plainfield	IL	60544
Zinfinity LLC	Bryan McCandless	bm@zinfinity.tech		210.710.1135	550 Reserve St Suite 190	Southlake	TX	76092
ZProCis Solutions Inc. (DBA: ZPro Solutions)	Zeeshan Tariq	zeeshan.tariq@zprosolutions.com	MBE,SBE,DBE	239-280-9292	5270 GOLDEN GATE PKWY STE 104	NAPLES	FL	34116
ZURYC, Inc	Kendall Massar	kendall.massar@zuryc.com						

Quote # 35781 v. 4

Date Issued: 02/17/26
Expire Date: 04/28/26

Nutanix renewal 2026

Bill to:

City of Boynton Beach

Charles Stevens
FINANCIAL SERVICES DEPARTMENT
PO BOX 310
BOYNTON BEACH, FL, 33425-0310

P: +15617426060
E: stevensc@bbfl.us

Ship To:

City of Boynton Beach

Charles Stevens
100 E Boynton Beach Blvd
Boynton Beach, FL, 33435

P:
E:

Prepared By:

Jennifer DiLorenzo

3475 Piedmont Road NE
Suite 900
Atlanta, Georgia, 30305

P: +18502281631
E: JDilorenzo@blueally.com

Omnia Contract # R250307

Qty	Manufacturer Part Number	Product Description	Unit List Price	Price	Ext. Price
32	RSW-NCI-PRO-PR	SUBSCRIPTION RENEWAL, NUTANIX CLOUD INFRASTRUCTURE (NCI) PRO SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE	$455.00	$436.80	$13,977.60
32	RSW-NCI-PRO-PR	SUBSCRIPTION RENEWAL, NUTANIX CLOUD INFRASTRUCTURE (NCI) PRO SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE	$455.00	$436.80	$13,977.60
2	RS-HW-PRD-ST	24/7 PRODUCTION LEVEL SHORT TERM HW SUPPORT RENEWAL FOR NUTANIX HCI APPLIANCE	$777.15	$626.65	$1,253.30
2	RS-HW-PRD-ST	24/7 PRODUCTION LEVEL SHORT TERM HW SUPPORT RENEWAL FOR NUTANIX HCI APPLIANCE	$800.35	$645.34	$1,290.68
				Subtotal:	**$30,499.18**

Quote Summary	Amount
Omnia Contract # R250307	$30,499.18
Total:	**$30,499.18**

Please ask your BlueAlly Sales Representative about Managed Services.

The information contained herein is the intellectual property of BlueAlly. This quotation is an invitation to offer only. The prices quoted shall remain firm for 30 days from the date hereof, unless modified in writing by BlueAlly. The customer is obligated to pay for this purchase within 30 days of original invoice. Payment may be made either through third party financing or by payment from the customer. FOB - Freight collect. This quote includes a 3% discount for payment by cash or check on agreed terms. Payment through credit card will result in the loss of this additional discount.

Please Reference Quote Number on all Purchase Orders

Quote # 35781 v. 4

Date Issued: 02/17/26
Expire Date: 04/28/26

All orders are subject to the manufacturer's terms and conditions including, but not limited to, any end user licensing agreement (EULA)

Acceptance	
BlueAlly	**City of Boynton Beach**
Jennifer DiLorenzo	
Signature / Name	Signature / Name Initials
04/06/2026	
Date	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Madeline Stowe	
Ironwood, a Marsh & McLennan Agency, LLC Co	PHONE (A/C, No, Ext): (770) 314-6580	FAX (A/C, No): (404) 503-9101
4401 Northside Parkway NW	E-MAIL ADDRESS: Madeline.Stowe@MarshMMA.com	
Suite 800		
Atlanta GA 30327		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BlueAlly Technology Solutions, LLC; Strata Consulting, LLC	INSURER A : Hartford Fire Insurance Company	19682
3475 Piedmont Rd	INSURER B : Trumbull Insurance Company	27120
Suite 900	INSURER C : Hartford Casualty Insurance Co	29424
Atlanta GA 30305	INSURER D : Varies by State - See Attached	
	INSURER E : Westfield Specialty Insurance Co	16992
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		20UUNBH2XWX	12/30/2025	12/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EE Benefits Agg.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			20UENBH2Y23	12/30/2025	12/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			20XHUBK0X0Y	12/30/2025	12/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	20WBAH9L9E	12/30/2025	12/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Technology Errors & Omissions/Cyber Liability			PCE517785Y00	12/30/2025	12/30/2026	Limit Retention	$15,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Boynton Beach is included as an additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for Workers Compensation as required by written contract.

CERTIFICATE HOLDER

The City of Boynton Beach / Division of Risk Management
100 E. Ocean Ave
Boynton Beach FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Ironwood, a Marsh & McLennan Agency, LLC Co	BlueAlly Technology Solutions, LLC; Strata Consulting, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Workers Compensation Carriers by State:

Property & Casualty Company of Hartford - CO, MD
Twin City Fire Insurance Company - AL, AZ, CT, DE, DC, FL, ID, IN, KY, ME, MA, MI, NE, NV, NJ, NY, OH, OR, SD, TN, WA, WV, WI
Sentinel Insurance Company - AR, CA, IA, OK
Hartford Insurance Company of the Southeast - IL, KS, NC, TX
Nutmeg Insurance Company - GA, SC
Hartford Insurance Company of Illinois - MO, PA
Hartford Underwriters Insurance Company - HI, VA

Additional Named Insureds:
BlueAlly HoldCo, LLC
BlueAlly Technology Solutions, LLC
N2grate Government Technology Solutions, LLC
Chesapeake Netcraftsmen, LLC
Strata Consulting, LLC
B2B Technologies, LLC
BlueAlly Canada, INC.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Receive an update on the status of the Chapel Hill drainage project; condition assessment of Forest Park playgrounds, including a review of all city playgrounds; and Chapel Hill Paving, including the a list of roads with the lowest pavement condition ratings.

Requested Action: Update requested by Vice Mayor Turkin

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Ordinance No. 26-014- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, repealing Chapter 2, Article I, Section 2-15 and any amendments thereafter which established limitations on board member advocacy and lobbying in the City of Boynton Beach; providing for codification; providing for severability; providing for conflicts; and providing for effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 26-014, at first reading.

Explanation of Request: Section 2-15 imposes broad restrictions on constitutionally protected speech that are not narrowly tailored and are unlikely to withstand legal challenge. At the same time, the Palm Beach County Code of Ethics and Florida law already regulate the conduct the ordinance seeks to address. It is recommended that the City Commission repeal Section 2-15 in its entirety.

Repeal will eliminate constitutional risk while leaving in place a comprehensive and enforceable ethics framework under the Palm Beach County Code of Ethics and applicable state law.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 26-014 Agenda_Item_4558-2026_Repealing_Ordinance_-_Section_2-15_-_Limitation_on_board_member_lobbying.docx
Agenda Item 4558-2026 Business Impact Statement - Proposed Ordinance No. 26-XXX.docx

ORDINANCE NO. 26-014

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE I, SECTION 2-15 AND ANY AMENDMENTS THEREAFTER WHICH ESTABLISHED LIMITATIONS ON BOARD MEMBER ADVOCACY AND LOBBYING IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article I, Section 2-15 of the Code of Ordinances of the City of Boynton Beach currently establishes limitations on board member advocacy and lobbying; and

WHEREAS, Section 2-15 imposes broad restrictions on constitutionally protected speech that are not narrowly tailored and are unlikely to withstand legal challenge; and

WHEREAS, the Palm Beach County Code of Ethics and Florida law already regulate the conduct the ordinance seeks to address; and

WHEREAS, the City Commission finds the repeal of Chapter 2, Article I, Section 2-15, and any amendments thereafter, is in the best interest of the citizens and residents of the City of Boynton Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby repeal Chapter 2, Article I, Section 2-15 and any amendments thereafter.

Section 3. **Codification.** It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 4. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE I, SECTION 2-15 AND ANY AMENDMENTS THEREAFTER WHICH ESTABLISHED LIMITATIONS ON BOARD MEMBER ADVOCACY AND LOBBYING IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Section 2-15 imposes broad restrictions on constitutionally protected speech that are not narrowly tailored and are unlikely to withstand legal challenge. At the same time, the Palm Beach County Code of Ethics and Florida law already regulate the conduct the ordinance seeks to address. It is recommended that the City Commission repeal Section 2-15 in its entirety.
Repeal will eliminate constitutional risk while leaving in place a comprehensive and enforceable ethics framework under the Palm Beach County Code of Ethics and applicable state law.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Ordinance No. 26-015- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 6 of the Code of Ordinances Relating to Boynton Beach Memorial Park Cemetery and Sara Sims Cemetery; Revising Policies Governing the Transfer and Resale of Cemetery Plots; Providing for Transfer Limitations to Immediate Family; Prohibiting Private Resale and Requiring Resale to the City; Providing for Prospective Application; Providing for Conflicts, Severability, Codification, and an Effective Date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 26-015, at first reading.

Explanation of Request:

The City of Boynton Beach owns and operates Boynton Beach Memorial Park and Sara Sims Cemetery as a municipal cemetery. Pursuant to its home rule authority under Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, the City has the authority to establish the terms and conditions governing the sale, transfer, and use of cemetery plots.

Under the current Code of Ordinances, cemetery plots may be purchased only by City residents for their own use and that of their immediate family. However, existing provisions allow for the transfer of plots, with City approval, prior to interment. The current Code does not expressly restrict resale to third parties, which may allow plots originally purchased by residents to be transferred or resold to non-residents or at increased market rates.

The proposed Ordinance is intended to address this gap in the current regulatory framework. Specifically, the Ordinance limits the transfer of cemetery plots to members of the owner's immediate family and prohibits private resale of cemetery plots to third parties. For future sales, any owner wishing to relinquish a plot must convey it back to the City in accordance with the existing buy-back provisions.

The Ordinance applies prospectively to cemetery plots sold after the effective date, thereby preserving the contractual rights of existing plot owners and avoiding impairment of existing agreements. The ordinance also clarifies that transfers by inheritance, devise, or operation of law remain permitted.

These amendments are intended to preserve the availability of cemetery plots for City residents, ensure consistency with the original intent of the residency requirement, and align the City's practices with those commonly used by other municipalities.

How will this affect city programs or services?

The proposed Ordinance will have a limited operational impact on City programs and services. The changes primarily affect the administration of cemetery plot sales and transfers at Boynton Beach Memorial Park and Sara Sims Cemetery.

Staff will be required to implement and administer the revised policies, including reviewing transfer requests to ensure compliance with the immediate family limitation and processing the return of plots to the City under the buy-back provisions. These functions are consistent with existing administrative responsibilities and are not expected to require additional staffing or resources.

The Ordinance may improve long-term availability of cemetery plots for City residents by limiting private resale and reducing the potential for speculative transactions. It also provides greater consistency and clarity in the administration of cemetery policies.

Overall, the Ordinance results in a policy refinement rather than a material expansion of City services.

Account Line Item and Description: N/A

Fiscal Impact:

The proposed Ordinance is not expected to have a significant immediate fiscal impact. Administrative implementation will be handled within existing resources.

Over time, the Ordinance may have a modest positive fiscal impact by ensuring that cemetery plots are returned to and resold by the City, rather than transferred through private resale. This may help preserve revenue opportunities associated with the sale of available plots.

Attachments:
Ord. 26-015 Agenda_Item__4559-2026_Ord_26-__Amending_Ordinance_6-18_and_6-

20.docx
business-impact-estimate.docx
PowerPoint - Ordinances - Chapter 6.pptx

ORDINANCE NO. 26-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES RELATING TO BOYNTON BEACH MEMORIAL PARK CEMETERY; REVISING POLICIES GOVERNING THE TRANSFER AND RESALE OF CEMETERY PLOTS; PROVIDING FOR TRANSFER LIMITATIONS TO IMMEDIATE FAMILY; PROHIBITING PRIVATE RESALE AND REQUIRING RESALE TO THE CITY; PROVIDING FOR PROSPECTIVE APPLICATION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach owns and operates Boynton Beach Memorial Park, a municipal cemetery; and

WHEREAS, the operation of a municipal cemetery is a proprietary function of the City, exercised pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City currently limits the purchase of cemetery plots to City residents; however, existing provisions allow transfers and resale of plots under certain conditions; and

WHEREAS, the City Commission finds that such provisions may allow transfer or resale of plots in a manner inconsistent with the intent of preserving availability for City residents; and

WHEREAS, the City Commission desires to limit transfers of cemetery plots to immediate family members and to prohibit private resale of cemetery plots in order to preserve availability and prevent speculative transactions; and

WHEREAS, the City Commission further finds that such changes should apply prospectively to future sales to avoid impairment of existing contractual rights.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Section 6-18 of the Code of Ordinances is hereby amended to read as follows:

Sec. 6-18. – Transfer of lots.

(a) Cemetery lots.

The owner or owners of cemetery lots shall not allow interments made in their lots for remuneration, nor shall any transfer, assignment, or conveyance of any lot so owned, or of any interest therein, be valid without the owner thereof first having secured the written consent of the City Manager or his or her designee to make such transfer, assignment, or conveyance, and such written consent must be endorsed upon such transfer, assignment, or conveyance.

For cemetery lots purchased on or after the effective date of this Ordinance, any transfer, assignment, or conveyance shall be limited to members of the owner's immediate family, as defined in Section 6-20.

Provided, however, that no transfer, assignment or conveyance of any lot or of any interest therein can be made after an actual interment in it, except with the consent of the City Manager or his or her designee and the City Manager or his or her designee cannot grant such consent until after the body or bodies first therein interred shall be lawfully removed therefrom.

The City Manager or his or her designee may adopt procedures, not inconsistent with this section, for processing and approving requests for transfers.

(b) Resale of cemetery lots.

For cemetery lots purchased on or after the effective date of this Ordinance, private resale or transfer of cemetery lots to third parties for consideration is prohibited. Any owner wishing to relinquish a cemetery lot shall convey such lot exclusively to the City, subject to the buy-back provisions set forth in Section 6-20(d).

(c ~~b~~) Mausoleum crypts or niches.

***

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 3: Section 6-20 of the Code of Ordinances is hereby amended to read as follows:

Sec. 6-20. - Use by residents.

***

(d) If the present owner desires, and the lot configuration permits, the City is authorized to purchase unused graves at eighty percent (80%) of their original cost.

For cemetery lots purchased on or after the effective date of this Ordinance, conveyance of such lots back to the City pursuant to this subsection shall be the exclusive method of resale or disposition for consideration**.**

***

(g) Nothing in this Chapter or Section 6-18 shall be construed to prohibit transfer of ownership by inheritance, devise, or operation of law, consistent with subsection (c).

Section 4: The amendments set forth in this Ordinance shall apply exclusively to cemetery lots sold on or after the effective date of this Ordinance. Cemetery plots purchased prior to the effective date shall continue to be governed by the terms and conditions in effect at the time of purchase. Nothing herein shall be construed to impair existing contractual rights.

Section 5: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 6: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional

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Words in underlined type are additions.

or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 7: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 8: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURE PAGE TO FOLLOW]

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

> An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 6 of the Code of Ordinances Relating to Boynton Beach Memorial Park Cemetery; Revising Policies Governing the Transfer and Resale of Cemetery Plots; Providing for Transfer Limitations to Immediate Family; Prohibiting Private Resale and Requiring Resale to the City; Providing for Prospective Application; Providing for Conflicts, Severability, Codification, and an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance amends Chapter 6 of the Code of Ordinances to revise policies governing the transfer and resale of cemetery plots at Boynton Beach Memorial Park, a City-owned municipal cemetery. The ordinance limits transfers of cemetery plots to members of the owner's immediate family and prohibits private resale to third parties, requiring instead that plots be conveyed back to the City pursuant to existing buy-back provisions. The ordinance applies prospectively to future sales and preserves existing contractual rights. The public purpose of the ordinance is to preserve the availability of cemetery plots for City residents, promote equitable access, and ensure consistent and orderly administration of the City's municipal cemetery.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

None

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No significant additional regulatory costs are anticipated. Implementation will be handled within existing City resources. No new charges or fees are imposed by this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None. The ordinance does not directly regulate or impact private businesses.

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

C I T Y O F B O Y N T O N B E A C H

Boynton Beach Memorial Park
Sara Sims Cemetery

Ordinances – Chapter 6

LEGAL AUTHORITY AND FRAMEWORK

City authority derived from:

- Article VIII, Section 2, Florida Constitution (Home Rule)
- Chapter 166, Florida Statutes

The City has the discretion to set:

- Terms of sale
- Transfer Conditions
- Resale Limitations

The operation of a municipal cemetery is a proprietary function, similar to running a golf course.

CURRENT POLICY ISSUE

Cemetery plots are currently limited to City residents at the time of purchase

Current Rules allow approved transfers and resale prior to interment

This creates potential for:

- Transfer to non-residents
- Resale at higher market rates

Result:

- Reduced availability for residents
- Potential inconsistency with the original residency intent

PROPOSED ORDINANCE ADDITIONS

Section 6-18 (a): Cemetery Lots
For cemetery lots purchased on or after the effective date of this Ordinance, any transfer, assignment, or conveyance shall be limited to members of the owner's immediate family, as defined in Section 6-20.

Section 6-18 (b): Resale of cemetery lots:
For cemetery lots purchased on or after the effective date of this Ordinance, private resale or transfer of cemetery lots to third parties for consideration is prohibited. Any owner wishing to relinquish a cemetery lot shall convey such lot exclusively to the City, subject to the buy-back provisions set forth in Section 6-20(d).

Section 6-20 (d): Use by residents:
For cemetery lots purchased on or after the effective date of this Ordinance, conveyance of such lots back to the City pursuant to this subsection shall be the exclusive method of resale or disposition for consideration.

Section 6-20 (g): Use by residents:
Nothing in this Chapter or Section 6-18 shall be construed to prohibit transfer of ownership by inheritance, devise, or operation of law, consistent with subsection (c).

KEY POLICY CONSIDERATIONS

Transfer of Plots:

- Limit to immediate family?

Resale of Plots

- Private resale vs. City-only resale?

Buy-back structure:

- Maintain 80% or revise?

Definition of “Immediate Family”

- Inclusion of domestic partners, dependents, etc.

APPLICABILITY OF POLICY CHANGES

- New restrictions apply to future sales only
- Existing Plots are governed by the original purchase terms
- Retroactive restrictions may create contract impairment issues
- Policy changes should be structured prospectively

SOME MUNICIPALITIES COMPARISON:

- Restrict resale to City only
- Limit transfers to City residents
- Use right of first refusal
- These approaches are commonly used to prevent speculation and preserve availability.
- Boynton Beach is comparatively more flexible than peer Cities

IMPLEMENTATION (IF DIRECTED)

- Amend Chapter 6 of the Code of Ordinances
- Update Deeds, Purchase Agreements, and Cemetery Rules
- Apply Changes Prospectively to future sales

ANY QUESTIONS



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Proposed Resolution No. R26-077- Amending the adopted comprehensive fee schedule for Fiscal Year 2025-2026, as approved by Resolution No. R25-243, to revise cemetery-related fees for Boynton Beach Memorial Park and Sara Sims Cemetery.

Requested Action:

Staff recommends approval of Proposed Resolution No. R26-077.

Explanation of Request:

The Public Works Department is proposing updates to the fee structure for Sara Sims Memorial Gardens Cemetery and Boynton Beach Memorial Park. The proposed fee schedule is intended to align cemetery rates with current operational costs, regional market standards, and the long-term financial sustainability of the cemetery fund.

The existing fee structure has remained largely unchanged for more than twenty years and no longer reflects the actual cost of providing cemetery services, including staffing, equipment, utilities, and supplies. As a result, current revenues are insufficient to fully support ongoing operations and maintenance.

The City is also investing in the expansion of burial plots and the continued maintenance and improvement of cemetery grounds. These efforts require a sustainable funding source to ensure long-term viability.

A comparative review of neighboring municipalities and similar cemetery operations indicates that the City’s current rates are below regional standards. Updating the fee schedule will better align rates with comparable jurisdictions, reduce reliance on General Fund subsidies, and support a more self-sustaining operational model.

How will this affect city programs or services?

The proposed fee adjustments will not expand City programs or services but will support the continued operation and maintenance of existing cemetery services. The updated fee structure will allow the City to more accurately recover the cost of providing burial services, including staffing, equipment, and ongoing maintenance.

Over time, the revised fees are expected to reduce reliance on General Fund subsidies and provide a more sustainable funding source for cemetery operations, including future expansion and upkeep. No changes to service levels are anticipated, but the adjustments will help ensure the long-term viability and quality of the City's cemetery services.

Account Line Item and Description: N/A

Fiscal Impact:

The proposed fee adjustments are expected to result in increased revenue to the Cemetery Fund by bringing rates more in line with the actual cost of providing services and with regional market standards. This additional revenue will help offset operational expenses, including staffing, equipment, maintenance, and ongoing improvements.

Over time, the revised fee structure is anticipated to reduce reliance on General Fund subsidies and support a more financially self-sustaining cemetery operation. The exact fiscal impact will depend on the volume of future sales and services.

Attachments:
R26-077 Agenda_Item__4560-2026_Resolution_for_Cemetery_Fee_Scheduleagmt.docx
EXHIBIT_A.docx
PowerPoint - Fee Schedule.pptx

RESOLUTION NO. R26-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE ADOPTED COMPREHENSIVE FEE SCHEDULE FOR FISCAL YEAR 2025–2026, AS APPROVED BY RESOLUTION NO. R04-176, TO REVISE CEMETERY-RELATED FEES FOR BOYNTON BEACH MEMORIAL PARK AND SARA SIMS MEMORIAL GARDENS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach owns and operates Boynton Beach Memorial Park and Sara Sims Memorial Gardens as municipal cemeteries; and

WHEREAS, pursuant to Section 6-11 of the Code of Ordinances, the City Commission is authorized to establish the price and terms for the sale of cemetery lots and related services; and

WHEREAS, the current cemetery fee structure has remained largely unchanged for more than twenty (20) years and no longer reflects the actual cost of providing services, including staffing, equipment, maintenance, and operational expenses; and

WHEREAS, the City has reviewed comparable cemetery operations in neighboring municipalities and determined that current fees are below regional market standards; and

WHEREAS, the City Commission finds that updating the cemetery fee schedule is necessary to align rates with current costs, support the ongoing maintenance and improvement of cemetery facilities, and promote the long-term financial sustainability of the Cemetery Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The comprehensive fee schedule for Fiscal Year 2025–2026, as previously adopted and amended by Resolution No. R04-176 is hereby amended to revise cemetery-related fees for Boynton Beach Memorial Park and Sara Sims Memorial Gardens as set forth in **Exhibit A,** attached hereto and incorporated herein by reference.

SECTION 3. All other fees and provisions of the comprehensive fee schedule not amended herein shall remain in full force and effect.

SECTION 4. The City Clerk shall retain the comprehensive fee schedule as a public

record of the City.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-077

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
Interim City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EXHIBIT "A"
CITY OF BOYNTON BEACH
CEMETERY FEE SCHEDULE
(Amended – Effective Upon Adoption)

The following fees shall apply to Boynton Beach Memorial Park and Sara Sims Memorial Gardens:

A. GRAVE LOT PRICING

Description	Fee
Adult Grave Lot	$2,500.00
Child Grave Lot	$500.00

B. OPENING AND CLOSING FEES

Description	Fee
Weekday (Monday – Friday)	$600.00
Weekend / Holiday	$800.00

C. EQUIPMENT AND SERVICE FEES

Description	Fee
Tent and Chairs Setup	$250.00
Infant Grave Setup	$150.00
Disinterment (Adult)	$900.00
Disinterment (Child)	$500.00

D. GENERAL PROVISIONS

1. All fees are subject to change by resolution of the City Commission.
2. Payment of all applicable fees is required prior to the provision of services.
3. Disinterment services shall be subject to all applicable legal requirements and approvals.
4. Additional charges may apply for services not listed herein, as approved by the City Manager or designee.
5. All cemetery services shall be performed in accordance with Chapter 6 of the City Code and the Cemetery Rules and Regulations.

C I T Y O F B O Y N T O N B E A C H

Boynton Beach Memorial Park
Sara Sims Cemetery

Fee Schedule

Neighboring Municipalities Comparable Cemetery Operational Costs

REGIONAL AVERAGES & PRIVATE CEMETERY RANGES

Region	Burial Plot Range	Notes
Treasure Coast (St. Lucie, Martin, Indian River Counties)	$2,000–$4,500	Mostly private/memorial park cemeteries; no published municipal rates found
Palm Beach County	$3,000–$7,500+	Ranges widely; urban areas (Boca, WPB) trend higher
Broward County	$2,880–$5,417 (municipal)	Best-documented region; verified municipal rates available
Boca Raton	Above-ground only	Due to the high water table in South Florida, The Gardens of Boca Raton offers only above-ground mausoleum burial options The Gardens of Boca Raton ; traditional in-ground ground burial is not available there

Key Proposed Increases
(Reflects local market alignment)

SARA SIMS MEMORIAL GARDENS
BOYNTON BEACH, FL 33435
REVISED FEE STRUCTURE
(R26-XXX, Adopted _____)

LOT PRICING:

4' x 9' Lot - City Resident	~~$325.00~~ $2,500.00
4' x 6' Infant Lot - City Resident	~~$75.00~~ $500.00

OPENING & CLOSING FEES:

Monday through Friday - 9:00 A.M. to 2:00 P.M.	~~$400.00~~ $600.00
Saturday, Sunday and Holidays	~~$500.00~~ $800.00
Overtime Fee (Beginning 2:00 P.M. everyday including holidays) (R11-115)	$250.00
Early/Late Fee	$200.00/$200.00 each½ Hr.
Cremains Interment	$250.00
Infant Interment	$100.00
Purchase of Urn Vault (R09-056)	$125.00
Sunday Service Fee (all day)	$300.00

DISINTERMENTS, DISUNURNMENTS AND DISENTOMBMENTS:

Disinterment from the Ground	$900.00
Disunurnment from the Ground	$500.00
Disinterment from the Ground (Infant)	$500.00

REINTERMENT FEES (Opening & Closing)	*Applied at today's cost.*

EQUIPMENT SET-UP:

Tent, Chairs and Grass	~~$100.00~~ $250.00
Infant Set-up	~~$50.00~~ $150.00
Infant Set-up (less than 8 chairs, no tent)	$0.00

NOTE: If additional biomedical waste, removal or sanitizing is required, it would be the responsibility of the owner.

Key Proposed Increases (Reflects local market alignment)

BOYNTON BEACH MEMORIAL PARK
1611 SOUTH SEACREST BLVD.
BOYNTON BEACH, FL 33435

LOT PRICING:

4' x 9' Lot- City Resident	~~$525.00~~ $2,500.00
4' x 6' Lot - City Resident (small lot for 2 cremains only (Replat))	$350.00
Infant Lot - City (up to 4 yrs. old)	~~$100.00~~ $500.00

OPENING & CLOSING FEES:

Monday through Friday - 9:00 a.m. to 2:00 p.m.	~~$400.00~~ $600.00
Saturday, Sunday and Holidays	~~$500.00~~ $800.00
Overtime Fee (Beginning 2:00 p.m. everyday including holidays)	$250.00
Early/Late Fee	$200.00/$200.00 each½ Hr.
Cremains IntermenVInurnment	$250.00
Infant Interment	$100.00
Purchase of Um Vault (R09-056)	$125.00
Sunday Service Fee {all day)	$300.00
Charge O&C on all new sales in Mausoleum after 2008 {fee goes into GF)	$250.00

DISINTERMENTS AND DISUNURNMENTS:

Disinterment from the Ground (Casket)	$900.00
Disinterment from the Ground (Cremains}	$500.00
Disinterment from the Ground (Infant)	$500.00

REINTERMENT FEES (Opening & Closing)	*Applied at todays cost.*

EQUIPMENT SET-UP:

Tent, Chairs and Grass	~~$100.00~~ $250.00
Infant Complete Set-up	~~$50.00~~ $150.00
Infant Set-up (less than 8 chairs, no tent)	$0.00

TO AVOID OVERTIME FEES, SERVICES WILL BE SCHEDULED NO LATER THAN 2:00 P.M. UNDER NO CIRCUMSTANCES WILL ANY SERVICE BE SCHEDULED AFTER 4:00

NOTE: If additional biomedical waste, removal or sanitizing is required, it would be the responsibility of the owner.

Key Proposed Increases (Reflects local market alignment)

MAUSOLEUM FEE STRUCTURE

Cost of Mausoleum Inurnment Opening & Closing *or for each person not included in original sales agreement prior to 2008	$250.00
Early/Late Arrival for Mausoleum entombments/Inurnments	$200.00
Engraving of any crypt/niche front* "or for each person not included in original sales agreement prior to 2008 Includes the deceased's first name, last name, year of birth, year of death and a hyphen	$200 per person
MAUSOLEUM EMBLEMS - ENGRAVED	$75.00
New Vases: •4" Vase (only for Niches) •8" Vase (only for Crypts) **Replacement of Vases (Plastic Cup Only):** .4 Vase •Sn Vase	
Disentombment from the Mausoleum Including Weekends & Holidays	$500.00
Disinurnment from the Mausoleum Including Weekends & Holidays	$400.00
TRANSFER FEE (of Certificate of Ownership for crypts and niches)	$ 75.00

CRYPTS:

CRYPT LEVEL	SINGLE 3 x 7' 5"		TANDEM 6' x 7'5"		TRUE COMPANION 3 x 14' 11"	
		OPEN/CLOSE		OPEN/CLOSE	-	OPEN/CLOSE
F	$2,750.00	$250.00	$5,650.00	$ 500.00	$9,000.00	$ 500.00
E	$2,750.00	$250.00	$6,450.00	$ 500.00	$10,700.00	$ 500.00
D	$4,250.00	$250.00	$6,650.00	$ 500.00	$12,350.00	$ 500.00
C	$5,550.00	$250.00	$7,150.00	$ 500.00	$14,000.00	$ 500.00
B	$5,550.00	$250.00	$7,150.00	$ 500.00	$14,000.00	$ 500.00
A	$2,750.00	$250.00	$5,650.00	$ 500.00	$9,000.00	$ 500.00

"All prices include sandblast engraving and the tray or *two trays if the crypt is Tandem or True Companion.*

NICHES:

NICHE LEVEL 12" x 12"	PRICE	OPEN/CLOSE
A,B,C& D	$ 750.00	$250.00
E,F,G,& H	$1,250.00	$250.00
I,J,K& L	$ 450.00	$250.00

Why Fee Updates Are Needed

- Fees have remained largely unchanged for 20+ years
- Current rates do not reflect actual service costs
- City is investing in expansion and maintenance
- Rates are below regional market standards
- Goal: reduce General Fund subsidy and improve sustainability

REQUESTED COMMISSION ACTION

- Approve updated cemetery fee schedule (Resolution)



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 5/2026

Discussion and direction regarding the Boynton Beach Municipal Cemeteries Rules and Regulations - specifically, whether to amend the existing rules to better reflect current practices and community expectations, or to direct staff to begin consistent enforcement of the rules as currently adopted.

Requested Action:

Staff is presenting this item to provide the City Commission with an overview of the existing rules, highlight the provisions that are most frequently the subject of complaints, confusion, or inconsistent enforcement, and request direction on the path forward.

Explanation of Request:

The current Cemetery Rules and Regulations governing Boynton Beach Memorial Park, Sara Sims Cemetery, and the Boynton Beach Mausoleum were last revised on November 16, 2023. While the rules are comprehensive, staff has identified a growing gap between several provisions in the adopted rules and current operating practices, lot owner expectations, and conditions observed at the cemeteries.

Staff is presenting this item to provide the City Commission with an overview of the existing rules, highlight the provisions that are most frequently the subject of complaints, confusion, or inconsistent enforcement, and request direction on the path forward.

Areas where the gap between the written rules and current practice is most pronounced include, but are not limited to:

- **Decorations and personal items at gravesites** (General Rule 3) — The rules limit a gravesite to three items in addition to the marker, prohibit glass vases and figurines, and require flower containers with a solid base not exceeding 18 inches in height. In practice, many gravesites exceed these limits, and the rule prohibiting live plants, trees, and bushes planted in the ground (General Rule 2) is not consistently enforced.
- **Marker specifications** (General Rules 5–8) — Requirements for material, thickness, and dimensions of permanent markers, as well as the six-month limit on temporary

markers, are not consistently applied.
- **Mausoleum vase, flower, and decoration rules** (Mausoleum Rules 4-M) — Limits on fresh flowers (three days), the prohibition on artificial flowers other than silk, the one-vase-per-crypt limit, and the prohibition on potted plants in chapels and walkways are inconsistently observed.

Staff seeks Commission direction on whether to:

1. Initiate a formal revision of the Rules and Regulations to align the rules with current practice and contemporary expectations of cemetery use, with a draft to be brought back for Commission approval; or
2. Direct staff to begin consistent enforcement of the Rules and Regulations as currently adopted, including notification to lot owners, removal of non-conforming items, and assessment of fees as written; or
3. A combination of the above — selective amendment of certain provisions and stricter enforcement of others.

How will this affect city programs or services? Either path will affect Public Works/Parks operations and the City Clerk's Office, which administers cemetery sales, records, and burial coordination. Stricter enforcement will require additional staff communication with lot owners and may result in initial public concern as non-conforming items are removed. A rule revision will require staff time to draft amendments, conduct outreach to lot owners and funeral directors, and bring proposed changes back to the Commission.

Account Line Item and Description: Not applicable

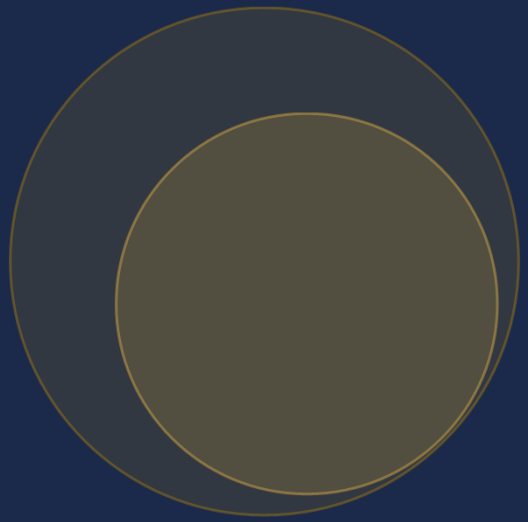
Fiscal Impact: No direct fiscal impact from this discussion item. Depending on the direction provided, future fiscal impacts may include staff time for rule revision, signage and notification costs, and potential changes to fee revenue.

Attachments:
Cemetery Rule Discussion.pptx
Boynton_Beach_Cemetery_Presentation_-_PowerPoint_-_Fees___Rules__2___1_ (1).pptx

CITY OF BOYNTON BEACH

Cemetery Rule Discussion

Rules, Regulations & Enforcement Initiative



Follow link to review the Rules and Regulations for the Boynton Beach Municipal Cemeteries:

https://www.boynton-beach.org/DocumentCenter/View/4005/Cemetery-Rules-Regulations?bidId=

CURRENT CEMETERY FRAMEWORK

- Cemetery Rules and regulations already in place
- Provided to lot owners at time of purchase
- Code governs:
  - Transfers and resale
  - Use and decorations
- Enforcement has been inconsistent over time

BACKGROUND

- The City of Boynton Beach Cemetery has established a formal set of Rules and Regulations provided to all Lot Owners at the time of purchase.
- Over the years, these rules have not been consistently enforced, leading to widespread non-compliance across cemetery grounds.
- Lot Owners have planted trees, bushes, and flowers; erected makeshift shrines; installed crosses and small fencing — all in violation of existing regulations.
- As subsequent slides will illustrate, this has created maintenance challenges and diminished the dignity and appearance of the cemetery.

THE PROBLEM

Violations Observed Across Cemetery Grounds

? Trees & Bushes

Planted by lot owners without authorization

? Flowers & Plants

Unapproved plantings across burial plots

Makeshift Shrines

Personal memorials built without permits

† Crosses & Markers

Unauthorized religious symbols installed

Small Fencing

Lot enclosures not permitted under regulations

⚠ General Non-Compliance

Widespread disregard for existing rules

ACTION PLAN

Corrective Measures to Restore Compliance

01

Communicate the Rules

Mail the established Rules & Regulations to all Lot Owners and family members of record.

02

Electronic Notification

Send digital communications via email or online portal where contact information is available.

03

60-Day Grace Period

Lot Owners will have 60 days from the date of notice to voluntarily bring their lots into compliance.

04

Strict Enforcement Begins

After the grace period, the City will strictly enforce all Rules & Regulations without exception.

05

Signage Posted At Locations

Informing residents of rules and enforcement.

Raising the Standard of Our Cemeteries

- Unlock needed enhancements and infrastructure improvements
- Ensure consistent, fair application of Rules & Regulations
- Enable better grounds maintenance and long-term care
- Restore dignity and respect to Boynton Beach Cemeteries

REQUESTED COMMISSION ACTION

- Acknowledge implementation of compliance process
- 60 Days grace period for compliance
- 100% Enforcement after notice

Exhibit 1 – VIOLATION | Exhibit 2 – VIOLATION



Detailed Violations:

- Rule #2 – Unauthorized Planting: Papaya tree and additional vegetation planted directly in the grave space.
- Rule #4 – Prohibited Enclosure: Decorative fence installed around the grave constitutes an enclosure.
- Rule #3 – Excessive Items: More than three decorative items placed on the grave.
- Rule #3 – Improper Items: Items not easily movable and not in approved containers.



Detailed Violations:

- Rule #2 – Unauthorized Planting: Papaya tree and additional vegetation planted directly in the grave space.
- Rule #3 – Excessive Items: More than three decorative items placed on the grave.
- Rule #3 – Improper Items: Items not easily movable and not in approved containers.
- Rule #2 – Grounds Alteration: Decorative stone alters the intended uniform ground appearance.

Exhibit 3 – VIOLATION | Exhibit 4 – VIOLATION



Detailed Violations:

- Rule #2 – Unauthorized Planting: Papaya tree and additional vegetation planted directly in the grave space.
- Rule #3 – Obstruction: Plant growth obstructs the visibility of the grave marker.
- Rule #3 – Maintenance Interference: Overgrowth interferes with routine mowing and upkeep.



Detailed Violations:

- Rule #2 – Unauthorized Planting: Papaya tree and additional vegetation planted directly in the grave space.
- Rule #3 – Maintenance Interference: Overgrowth interferes with routine mowing and upkeep.

Exhibit 5 – VIOLATION | Exhibit 6 – VIOLATION



Detailed Violations:

- Rule #3 – Excessive Items: Significantly more than three decorative items present.
- Rule #3 – Improper Decorations: Multiple figurines, stuffed items, and loose objects not in approved containers.
- Rule #3 – Safety/Maintenance Concern: Cluttered arrangement interferes with maintenance operations.



Detailed Violations:

- Rule #2 – Unauthorized Planting: Tree planted directly within the grave space.
- Rule #3 – Obstruction: Tree placement interferes with visibility and access to the marker.
- Rule #3 – Maintenance Interference: Root growth and trunk obstruct maintenance.

Exhibit 7 – COMPLIANT | Exhibit 8 – COMPLIANT



Detailed Violations:

- Allowed Feature: Built-in planting holes in marker are permitted due to marker design.
- Rule #3 – Excessive Items: Decorative items exceed the maximum of three allowed per grave.
- Rule #3 – Improper Decorations: Multiple containers and loose items create clutter.
- Rule #3 – Maintenance Impact: Excess items interfere with routine maintenance and uniform appearance.



Detailed Violations:

- Rule #3 – Compliant Item Placement: Flowers in approved built-in vase.
- Rule #3 – Item Limit: Within allowed number of items.
- Rule #2 – No Unauthorized Planting: No vegetation planted in ground.
- Maintenance Compliance: Area clear and serviceable.

Exhibit 9 – COMPLIANT | Exhibit 10 – COMPLIANT



Detailed Violations:

- Rule #3 – Proper Vase Use: Flowers placed in an approved, installed vase.
- Rule #3 – Item Limit Compliance: Single arrangement within allowed limit.
- Rule #3 – Secure Placement: Flowers are contained and stable.
- Rule #2 – No Unauthorized Planting: No plants or trees in ground.
- Maintenance Compliance: Grave remains unobstructed and easily maintained.



Detailed Violations:

- Rule #3 – Proper Vase Use: Flowers placed in an approved, installed at the head of the marker.
- Rule #3 – Item Limit Compliance: Single floral arrangement within allowed maximum.
- Rule #3 – Secure Placement: Items are contained and stable within the vase.
- Rule #2 – No Unauthorized Planting: No vegetation planted directly into the ground.
- Maintenance Compliance: Grave remains clear, unobstructed, and accessible for routine maintenance.

Exhibit 11 – VIOLATION



Detailed Violations:

- Rule #4 – Prohibited Structures: Cross installed on grave constitutes an enclosure/structure not permitted.
- Rule #3 – Improper Item: Structure is not an approved removable decoration.
- Rule #3 – Maintenance Interference: Fixed cross interferes with mowing and routine upkeep.

Exhibit 12 – VIOLATION



Detailed Violations:

- Rule #3 – Prohibited Materials: Glass vase is not permitted.
- Rule #3 – Safety Hazard: Glass posses risk of breakage and injury.
- Rule #3 – Improper Container: Not an approved cemetery vase.
- Rule #3 – Maintenance Concern: Loose placement interferes with upkeep.

Exhibit 13 – VIOLATION | Exhibit 14 – VIOLATION



Detailed Violations:

- Rule 4-M – Approved Items Only: Multiple items (photos, plaques, decorations) attached to crypt front without approval.
- Rule 4-M – Excess Items: More than one vase and multiple decorations exceed allowed display.
- Rule 4-M – Paper/Memorabilia: Paper items and photos displayed beyond allowed conditions.
- Maintenance Concern: Excess items create clutter and interfere with uniform appearance.



Detailed Violations:

- Rule 4-M – Unauthorized Items: Stuffed animals attached to crypt front is not permitted.
- Rule 4-M – Paper/Photo Display: Multiple photos and decorations exceed allowed display limits.
- Rule 4-M – Excess Items: More than one item beyond approved vase.
- Maintenance Concern: Items taped/attached to surface affect upkeep and appearance.

Exhibit 15 – VIOLATION | Exhibit 16 – VIOLATION



Detailed Violations:

- Rule 4-M – Unauthorized Attachment: Flowers taped directly to crypt surface.
- Rule 4-M – Improper Display: Items not placed in approved vase.
- Rule 4-M – Paper/Temporary Items: Tape and loose items not permitted.
- Maintenance Concern: Adhesives damage surface and interfere with maintenance.



Detailed Violations:

- Rule 4-M – Unauthorized Item: Personal item (hat) hung on the crypt.
- Rule 4-M – Improper Attachment: Item clopped/attached to surface.
- Rule 4-M – Non-approved Decoration: Not an approved vase or flower arrangement.
- Maintenance Concern: Loose personal items interfere with uniform appearance.

Exhibit 17 – COMPLIANT | Exhibit 18 – COMPLIANT



Detailed Violations:

- Rule 4-M – Approved Vase: Vase is properly installed on the crypt front.
- Rule 4-M – Proper Flower Placement: Flowers are placed inside an approved vase.
- Rule 4-M – No Unauthorized Items: No additional decorations attached.
- Maintenance Standard Met: Clean, uniform, and compliant display.



Detailed Violations:

- Rule 4-M – Approved Vase: Vase is properly installed on the crypt front.
- Rule 4-M – Proper Flower Placement: Flowers are placed inside an approved vase.
- Rule 4-M – No Excess Items: No additional decorations present.
- Maintenance Standard Met: Compliant with cemetery uniform appearance.

Exhibit 19 – COMPLIANT



Detailed Violations:

- Rule 4-M – Approved Vase (Front & Base): Proper vase on the crypt front.
- Rule 4-M – Proper Placement: Flowers placed correctly in approved containers.
- Rule 4-M – No Unauthorized Attachments: No taped or attached items.
- Maintenance Standard Met: Fully compliant and maintained appearance.

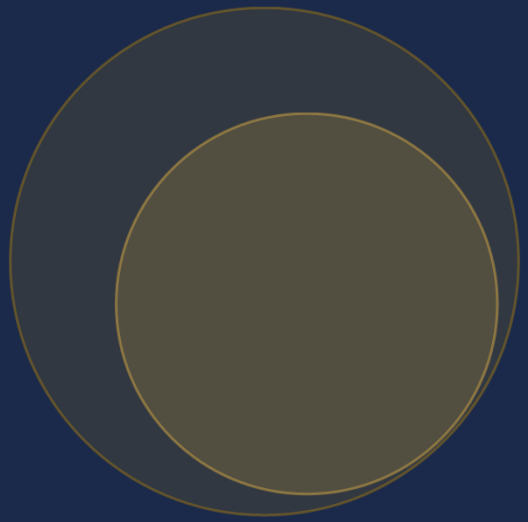
QUESTIONS?



CITY OF BOYNTON BEACH

Cemetery Rule Discussion

Rules, Regulations & Enforcement Initiative



Follow link to review the Rules and Regulations for the Boynton Beach Municipal Cemeteries:

https://www.boynton-beach.org/DocumentCenter/View/4005/Cemetery-Rules-Regulations?bidId=

April 2026

CURRENT CEMETERY FRAMEWORK

- Cemetery Rules and regulations already in place
- Provided to lot owners at time of purchase
- Code governs:
  - Transfers and resale
  - Use and decorations
- Enforcement has been inconsistent over time

BACKGROUND

- The City of Boynton Beach Cemetery has established a formal set of Rules and Regulations provided to all Lot Owners at the time of purchase.
- Over the years, these rules have not been consistently enforced, leading to widespread non-compliance across cemetery grounds.
- Lot Owners have planted trees, bushes, and flowers; erected makeshift shrines; installed crosses and small fencing — all in violation of existing regulations.
- As subsequent slides will illustrate, this has created maintenance challenges and diminished the dignity and appearance of the cemetery.

THE PROBLEM

Violations Observed Across Cemetery Grounds

? Trees & Bushes

Planted by lot owners without authorization

? Flowers & Plants

Unapproved plantings across burial plots

Makeshift Shrines

Personal memorials built without permits

† Crosses & Markers

Unauthorized religious symbols installed

Small Fencing

Lot enclosures not permitted under regulations

⚠ General Non-Compliance

Widespread disregard for existing rules

ACTION PLAN

Corrective Measures to Restore Compliance

01

Communicate the Rules

Mail the established Rules & Regulations to all Lot Owners and family members of record.

02

Electronic Notification

Send digital communications via email or online portal where contact information is available.

03

60-Day Grace Period

Lot Owners will have 60 days from the date of notice to voluntarily bring their lots into compliance.

04

Strict Enforcement Begins

After the grace period, the City will strictly enforce all Rules & Regulations without exception.

05

Signage Posted At Locations

Informing residents of rules and enforcement.

Raising the Standard of Our Cemeteries

- Unlock needed enhancements and infrastructure improvements
- Ensure consistent, fair application of Rules & Regulations
- Enable better grounds maintenance and long-term care
- Restore dignity and respect to Boynton Beach Cemeteries

REQUESTED COMMISSION ACTION

- Acknowledge implementation of compliance process

60

Days

Grace Period for Compliance

100%

Enforcement After Notice

Exhibit 1 – VIOLATION | Exhibit 2 – VIOLATION



Detailed Violations:

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QUESTIONS?



Docusign Envelope ID: F5979012-87DD-8FF5-8106-EF5E37FCD8A7

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND TD SYNNEX CORPORATION FOR CYBER SECURITY SOLUTIONS AND SERVICES

This Piggyback Agreement is made as of this __ day of _____, 2026 (the "Effective Date"), by and between TD Synnex Corporation, a California Corporation registered to do business in the State of Florida, with a principal address of 5350 Tech Data Drive, Clearwater, FL 33760, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on March 5, 2025, the Region 4 Education Service Center ("Region 4 ESC") Department of Procurement issued " Request for Proposal" (RFP) 25-03, Contract Number R250307 as the Principal Procurement Agency, which partnered with OMNIA Partners to establish a Master Agreement for Cyber Security Solutions & Services ("Services") for which they received twenty-nine (29) responses; and

WHEREAS, the Region 4 Education Service Center ("Region 4 ESC") and OMNIA Partners found Sunbelt Rentals, Inc. to be the lowest responsive, responsible bidder, and awarded it a three-year (3) agreement commencing October 1, 2025, with a termination date of September 30, 2028, with an option to renew for two (2) additional one-year periods through September 30, 2030; or for a lesser period of time as determined by Region 4 ESC Master Agreement; and

WHEREAS, the City of Boynton Beach is a member of OMNIA Partners Member ID 4002822; and

WHEREAS, OMNIA Partners instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Agreements awarded by the Principal Procurement Agency, a copy of the Master Agreement is attached hereto as **Exhibit "A"**; and

WHEREAS, the City desires to obtain the Good and/or Services from Vendor; and

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WHEREAS, the Master Agreement permits Vendor to utilize authorized resellers and dealers and the City desires to also procure Goods and/or Services through such authorized resellers; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for goods/services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **TERM:** The term of this Agreement commences on the Effective Date, and will remain in effect until September 30, 2028, with two (2) one-year renewal options (collectively the "Term"). The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. The Mayor is authorized to execute amendments to renew the Agreement on behalf of the City.

3. **CONTRACT TERMS:** The Vendor agrees to provide Goods and/or Services to the City, on an as-needed basis as requested by the City through purchase orders, on the same terms and in the same manner outlined in the Master Agreement, except as otherwise provided herein. For purposes of this Agreement, "Goods" includes any hardware, software, licenses, subscriptions, and related products procured under this Agreement and "Services" includes any cybersecurity professional services, managed security services, implementation services, configuration services, assessments, and any other services performed by Vendor under this Agreement. The City has no obligation to purchase any minimum quantity of Goods or Services. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Region 4 Education Service Center (Region 4 ESC") and OMNIA Partners" are hereby replaced with the "City of Boynton Beach." Vendor represents and warrants that all Good delivered and Services performed shall conform to the specifications, descriptions, and quality standards set forth in the Master Agreement. All Services performed under this Agreement shall be performed by personnel with qualifications, certifications, and experience appropriate to the cybersecurity services being provided. Vendor shall, without additional compensation, promptly repair or replace any defective, damaged, or

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non-conforming Goods. Vendor warrants all Goods and Services provided under this Agreement for a period of one (1) year from the date of delivery and acceptance by the City with respect to Goods, and one (1) year from the date of completion and acceptance by the City with respect to Services. This warranty period is in addition to, and does not limit or replace, any manufacturer's warranty or any warranty provided under the Master Agreement, whichever is longer or more favorable to the City. Vendor shall be responsible for all costs associated with warranty repairs or corrections, regardless of when the deficiency is discovered during the warranty period. Failure to correct deficiencies within a reasonable time, as determined by the City, shall constitute a material breach of this Agreement. The City shall compensate Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) per year.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor Contact: TD Synnex Corporation
Attn: Randy Finley, Sr. Director, Business Development
5350 Tech Data Drive
Clearwater, FL 33760
Telephone: (510) 402-7058
Email: Randy.Finley@tdsynnex.com

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be

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submitted no more frequently than monthly. However, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the services.

6. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for them. Upon request, the City will provide the Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** If either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;
   B. Upon request from the City's custodian of public records, provide the City 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, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

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E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Vendor 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" under Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

11. **E-VERIFY**. Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for Vendor's violation of the statute, Vendor may not be awarded a public contract for one (1) year after the termination date.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor 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 Vendor; and (iii) Vendor 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 of this Agreement, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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 for a proper invoice, as outlined in Section 6. 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.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Vendor

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shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Agreement will not violate that Act. Vendor 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 Vendor has been placed on the convicted vendor list.

15. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement that cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

16. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party concerning all provisions contained in this Agreement.

17. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination, in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. If the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

18. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure continues for thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure.

19. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and

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maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

20. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

21. **BONDING:** If required by applicable Florida law, Vendor shall furnish performance and/or payment bonds as required by Florida Statutes, regardless of whether such bonding was required under the Master Agreement. Vendor shall provide proof of bonding to the City prior to commencement of Services if bonding is required by law for the type of services being provided under this Agreement.

22. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

23. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

24. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

25. **CONFIDENTIAL INFORMATION; GENERATIVE ARTIFICIAL INTELLIGENCE; AND DATA SECURITY**.

A. **Confidential Information and Generative Artificial Intelligence**. Unless expressly authorized in this Agreement, or in writing in advance by the City, Vendor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the City. Vendor must ensure that any use of generative artificial intelligence tools by Vendor or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including, without limitation, for large language model learning or training. Vendor must implement and maintain appropriate technological and operational

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safeguards to ensure compliance with the obligations of this section.

B. **Data Security; Cybersecurity Requirements**. Vendor shall implement and maintain administrative, technical, and physical safeguards that comply with industry best practices and all applicable laws to protect City data from unauthorized access, disclosure, alteration, and destruction. Vendor shall notify the City in writing within 24 hours of discovering any actual or suspected security incident, breach, or unauthorized access involving City data. Vendor shall cooperate fully with the City in investigating, mitigating, and remediating the incident at Vendor's sole cost. Vendor shall ensure that all subconsultants comply with the requirements of this section.

26. ASSIGNMENT: If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Vendor shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City with written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

27. AGREEMENT SUBJECT TO FUNDING: The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by the City due to loss of funding shall obligate the Vendor to refund any prepaid fees.

28. ENTIRE AGREEMENT. The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor concerning the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

29. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Signature Page to follow

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last set forth below.

CITY OF BOYNTON BEACH, FLORIDA

_____

Rebecca Shelton, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Tammy Stanzione, Interim City Clerk

TD SYNNEX CORPORATION

Signed by:
Randy Finley
4349E10A8D89442...

_____

(Signature) TD Synnex Corporation

Randy Finley
Print Name of Authorized Official

Title
Sr. Director, Public Sector

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

_____

Print Name

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EXHIBIT A
MASTER AGREEMENT BETWEEN REGION 4 EDUCATION SERVICE CENTER (ESC) AND TD SYNNEX CORPORATION CONTRACT # R250307

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